

AGENDA
BRANDON BOARD OF ALDERMEN
REGULAR BOARD MEETING
BUTCH LEE, MAYOR PRESIDING
MARCH 6, 2023

1. CALL TO ORDER
2. INVOCATION AND PLEDGE OF ALLEGIANCE
 1. Invocation - Dylan Chapman, Mayor's Youth Council
 2. Pledge of Allegiance - Mary Katherine Gunter, Mayor's Youth Council
3. PUBLIC COMMENTS AND RECOGNITIONS
 1. Christian Hariel & McKenzie McIlwain, Mayor's Youth Council - Koe Wetzel Raffle Ticket Drawing
4. OLD BUSINESS
 1. Approve the Work Session and Regular Board Meeting Minutes of March 21, 2023 and the Special Board Meeting Minutes for March 1, 2023.
5. BUTCH LEE, MAYOR
 1. Consideration to approve the quote from Top Shelf Creative for manufacturing and installation of two (2) City of Brandon signs at the Brandon Amphitheater in the amount of \$4,920.00 and authorize the payment of the same.
6. ANGELA BEAN, CITY CLERK
 1. Consideration to approve a professional services agreement for the purpose of promoting tourism in accordance with HB 1629 (2018 MS Legislative Session); authorize the Mayor to execute the same; and approve and authorize all related show expenditures for:
 1. Creative Artists Agency (Koe Wetzel, LLC) for a performance on April 8, 2023.
 2. Wasserman Music (Red Shahan) for a performance on April 8, 2023.
 3. Still Unbroken, Inc (Lynyrd Skynyrd) for a performance on April 29, 2023.
 2. Consideration to approve a Third-Party Promoter Ticket Rebate Agreement between the City of Brandon and Peachtree Entertainment with regard to Koe Wetzel performance on April 8, 2023 and authorize the Mayor to execute the same.
 3. Consideration to extend the Justice Security agreement for the 2023 Concert Season at the City of Brandon Amphitheater and authorize the Mayor to execute the same.
 4. Approve the extension of the terms and conditions of the professional services agreement with regards to the Brandon Amphitheater for MS National Guard Non-Commissioned Officers Association, Cole Entertainment Services, LLC, and MVS, LLC, and authorize the Mayor to execute the same.

5. Consideration to accept the bids received on February 9, 2023 regarding the Civic Center Lighting Project and award to Elcon Electrical Contractors as the best bid received in the amount of \$381,973.00 and authorize the Mayor to sign all related documents.
6. Consideration to accept the quote from Southern Electric Corporation as the lowest and best to replace parking lot light fixtures in the amount of \$20,020.00 and authorize payment of the same.
7. Consideration to approve the purchase of six (6) Dell computers from Business Communications, Inc. (BCI) in the amount of \$10,477.83, as the lowest and best quote received and authorize payment of the same.
8. Spread onto the minutes a Temporary Construction Easement granted by Rankin County School District filed in Rankin County Land Records in Book 2023, Page 3236-3242
9. Request permission to destroy documents in accordance with the MDAH retention schedule pursuant to the memo.
10. Consideration to approve:
 - a. Docket of Claims for March 6, 2023.
 - b. Fox Everett claims released on February 23, 2023.
 - c. Electronic fund transfers for February 2023.

7. CARLY KEYES, EVENT SERVICES

1. Consideration to approve an agreement with Mississippi Race Timing for the Jubilee Juke 5K Trail Run on April 29th.

8. CHARLES SMITH, PUBLIC WORKS

1. Consideration to approve repairs made by Gould Enterprises in the amount of \$12,562.00, in accordance with the approved professional services fee schedule, and authorize payment of the same.
2. Consideration to approve invoices for the repair of the Sagewood Drive Emergency Storm Drain Replacement, in accordance with the memo and authorize payments of the same.
3. Consideration to approve Clear River Construction pay request #9 in the amount of \$38,012.94 regarding the Highway 80 Multi-Use Trail & Sidewalk Improvements and authorize payment of the same.
4. Consideration to approve the Meridian Speedway, LLC agreements to provide insurance at a cost of \$18,750.00 and authorize payment of the same with regard to the Grants Ferry Parkway Sewer Extension Project; and authorize the Mayor to execute related documents.
5. Consideration to approve the Black Forrest, LLC professional services agreement for mowing and trimming services in accordance with the memo and authorize the Mayor to execute the same.

6. Consideration to approve Cleo's Asphalt, Inc. professional services agreement for asphalt paving and repair services in accordance with the memo and authorize the Mayor to execute the same.
7. Consideration to approve the professional services fee schedule from Deep South Land Improvement, LLC for bushhog and string trimming services.
8. Consideration to approve a General Services Agreement with Waggoner Engineering for services provided in regard to the Shiloh Park EWP Bank Stabilization Project and authorize the Mayor to execute the same.
9. Consideration to accept the reverse auction bids that were received on February 21, 2022; approve the purchase of one (1) Komatsu PC170LC-11 excavator in the amount of \$176,204.00 and one (1) Komatsu PC88MR-11 excavator in the amount of \$199,481.65 from Lyle Machinery, as the lowest and best bidder, and authorize payment of the same.
10. Request permission to purchase thirty (30) trees and installation of the same from Murphy's Landscape, Inc. in the amount of \$6,752.87, as the lowest and best quote received, and authorize payment of the same.
11. Consideration to approve utility adjustments and utility adjustment denials pursuant to the memo.

9. COMMUNITY DEVELOPMENT

1. Public hearing and consideration of an Ordinance imposing a temporary moratorium of the residential subdivision development and the approval of preliminary plats or other development plans or final plats for any residential subdivision in any RR, R-12, R-8, RM-8, RM-4 or TND zoning districts in the City of Brandon.

10. WAYNE DEARMAN, POLICE CHIEF

1. Request permission to hire the following and rates of pay in accordance with the memo:
 - a. DMarques Kentrell Adams as Patrolman effective March 13, 2023.
 - b. Quincy Raymon Phillips as Patrolman effective March 7, 2023.
 - c. Sanaa Ambre Hill as Communications Officer effective March 7, 2023.
 - d. Aureius Le'Tran Myers as Communications Officer effective March 7, 2023.
 - e. Lauren Alice Marie Alexander as Communications Officer effective March 7, 2023
2. Request permission to promote the following and set rates of pay in accordance with the memo:
 - a. Aaron Conley from Patrolman to Patrol Sergeant effective March 7, 2023.
 - b. Tevis Delandro from Patrolman to Patrol Sergeant effective March 7, 2023.
3. Accept the resignations of:
 - a. Patrolman Taylor Lofton effective March 3, 2023.
 - b. Patrolman Cameron Bryant effective March 2, 2023.
 - c. Communication Officer Alicia Zungia, effective February 19, 2023.
 - d. Communications Officer Nicholas Phillips, effective March 16, 2023.
 - e. Communications Officer Margaret Taylor, effective March 16, 2023
 - f. Communications Officer Jamie Donald, effective March 16, 2023.

11. BRIAN ROBERTS, FIRE CHIEF

1. Monthly Reports:

Siren Report; functions properly: No

Issues: Rouse, Reckitt Benckiser and
Thorngate-service call has been placed
for repairs

EMS Report; # of P1 calls: 146

Average Response Time: 8.05

2. Request permission to remove part-time Firefighters from the Payroll System and Roster effective March 6, 2023 pursuant to the memo.
3. Consideration to approve a Memorandum of Understanding between Brandon Fire Department and the Mississippi State Fire Academy for training in the amount of \$5,000.00 authorizing the Fire Chief or Division Chief to execute related documents and authorize payment of the same.
4. Request permission for Battalion Chiefs Justin Adcock, Bryhn Beck and Eric Stringer to travel to Pensacola Beach, FL to attend a Battalion Chief Boot Camp on January 20-27, 2024.

12. EXECUTIVE SESSION

13. ADJOURN

MINUTES
BRANDON BOARD OF ALDERMEN
WORK SESSION
BUTCH LEE, MAYOR PRESIDING
FEBRUARY 21, 2023

1. CALL TO ORDER – Mayor Lee and Aldermen Farris, Middleton, Womack, Coker, Williams, Vinson and Craine were present.
2. WORK SESSION – Mayor Lee presented information regarding the following matters:
 - PERS issues.
 - Ad valorem and sales tax collections.
 - Magic of Lights show settlement.
 - Youth Council 5K with Jubilee Days.
 - Eastmark Drive Improvements Project.
 - Mississippi Outdoor Stewardship Act.
 - Congressional Projects – (i) Public Safety Improvements – Police Station Renovation and First Station Renovation, (ii) Water System Improvements – North of Grants Ferry to Hillcrest, Lindsey Lane and Evergreen Drive Areas and (iii) Transportation Improvements – Four Lane Grants Ferry Parkway from Hwy 471 to Trickhambridge Road.
 - 2022 Civic Center - rental use and income.
 - Amphitheater – corporate boxes, going cashless, charging for parking.
 - 2023 Street Resurfacing Plan.
 - Grandeur and Cannon Ridge Stormwater issues.

Minutes approved this the 6th day of March 2023.

Hon. Butch Lee, Mayor

Attest:

Hon. Angela Bean, City Clerk

MINUTES
BRANDON BOARD OF ALDERMEN
REGULAR BOARD MEETING
BUTCH LEE, MAYOR PRESIDING
FEBRUARY 21, 2023

1. CALL TO ORDER – Mayor Lee and Aldermen Farris, Middleton, Womack, Coker, Williams, Vinson and Craine were present.
2. INVOCATION AND PLEDGE OF ALLEGIANCE
 1. Invocation – Meredith Dees, Mayor's Youth Council
 2. Pledge of Allegiance - Sophia Caviness, Mayor's Youth Council
3. PUBLIC COMMENTS AND RECOGNITIONS
 1. Presentation - Lisa Ponder, MS ESGR, 172nd AW/Civil Engineer Squadron – Presented the Patriot Award from Maj. William A. Thompson to the Mayor and Board of Aldermen.
4. OLD BUSINESS
 1. Approve the Work Session and Regular Board Meeting Minutes of February 6, 2023.

Alderman Womack made the motion to approve agenda item 4.1, seconded by Alderman Craine and upon unanimous vote the motion carried.

5. BUTCH LEE, MAYOR
 1. Approve Memorandum of Understanding with Rankin County, Mississippi, utilizing proceeds appropriated by the Mississippi Legislature in House Bill 1353 during the 2022 Legislative Session, and authorizing the Mayor to execute the same.
 2. Authorize for Georganna Keenum to travel to Starkville, MS to attend the Welcome Home Mississippi Spring Managers meeting April 27-28, 2023.

Alderman Coker made the motion to approve agenda items 5.1 & 5.2, in accordance with the memos from the Mayor's Office, which are appended hereto, seconded by Alderman Farris and upon unanimous vote the motion carried.

6. ANGELA BEAN, CITY CLERK
 1. Approve the replacement of approximately 1,900 square feet of sidewalk at the Brandon Amphitheater utilizing commodity pricing and in accordance with the quotes provided in the memo.

2. Approve the replacement of the boiler at the Library from Metro Mechanical in the amount of \$31,885.00, as the lowest and best quote received; approve Upchurch Services to integrate the boiler into HVAC system in the amount of \$3,103.00; and authorize payments of the same.
3. Approve the purchase of three (3) Dell computers from Business Communications, Inc. (BCI) in the amount of \$6,902.01, as the lowest and best quote received and authorize payment of the same.
4. Approve a professional services agreement for the purpose of promoting tourism in accordance with HB 1629 (2018 MS Legislative Session) and such other lawful purposes and authority, with Tisbury Tours, Inc. (James Taylor) for a performance on June 13, 2023 and authorize the Mayor to execute the same; and approve and authorize all related show expenditures.
5. Approve rates for on-call professional services for the 2023 concert season at the Brandon Amphitheater pursuant to the terms listed in the attached memorandum and authorize the Mayor to execute any related documents.
6. Approve:
 - a. Docket of Claims for February 21, 2022.
 - b. Fox Everett claims released on February 9, 2023.

Alderman Womack made the motion to approve agenda items 6.1 - 6.6 (a)&(b) in accordance with the memo of the City Clerk, which is appended hereto, seconded by Alderman Williams and upon unanimous vote the motion carried.

7. Reject the Amphitheater Point of Sale reverse auction bids received on February 17, 2023 and authorize the readvertisement/solicitation for the same.

Alderman Craine made the motion to approve agenda item 6.7 in accordance with the memo of the City Clerk, which is appended hereto, seconded by Alderman Womack and upon unanimous vote the motion carried.

7. CHARLES SMITH, PUBLIC WORKS

1. Acknowledge and confirm that Proctor Circle is a public street as described in the memo attached hereto.
2. Spread onto the minutes an order from the Public Service Commission granting approval of a supplemental certificate of public convenience and necessity to construct, operate and maintain a water distribution system.
3. Accept and award the commodity bids as advertised, bid, and awarded by Rankin County effective through June 30, 2023 pursuant to the memo.

4. Adopt a resolution authorizing the application for grant funding with regard to the Outdoor Stewardship Trust Fund and authorize the Mayor to execute related documents.
5. Hire the following effective February 22, 2023 and set rates of pay pursuant to the memos:
 - a. Taylor Jarvis as Water Laborer II
 - b. Cole Rowland as Water Laborer II
6. Approve Hemphill Construction Co. pay request #8 in the amount of \$82,814.82 and authorize payment of the same with regard to the College Street Waterline Improvement Project.

Alderman Craine made the motion to approve agenda items 7.1-7.6 in accordance with the memos of the Public Works Department, which are appended hereto, seconded by Alderman Vinson and upon unanimous vote the motion carried.

7. Declare as an emergency in accordance with MCA 31-7-13(k), the Meadow Pointe lift station repairs from Harvey Services in the amount of \$11,138.24 and authorize payment of the same.
8. Approve repairs made by Gould Enterprises in accordance with the approved professional services fee schedule in the amount of \$11,617.95 and authorize payments of the same.
9. Accept the quote from Thornton Construction Co. in the amount of \$65,708.00, as the lowest and best quote received, for Brookstone Place Drainage Improvements Project.
10. Authorize the purchase of ten (10) fire hydrant assemblies from Consolidated Pipe & Supply in the amount of \$39,550.00, as the lowest and best quote received, and authorize payment of the same.
11. Authorize the purchase of two (2) submersible recessed impeller pumps from Fluid Services in the amount of \$70,730.00, the lowest and best quote received, for Country Meadows - Willow Creek Lift Station Pump Upgrades.
12. Approve the SCADA system upgrades from LEC, a sole source provider, in the amount of \$39,327.59 and authorize payment of the same.

Alderman Williams made the motion to approve agenda items 7.7 – 7.12 in accordance with the memos from the Public Works Department, which are appended hereto, seconded by Alderman Farris and upon unanimous vote the motion carried.

8. COMMUNITY DEVELOPMENT

1. Approve the site and architectural plans for a proposed C-store/Gas station to be located at the corner of Hwy 80 and Grants Ferry Parkway (Parcel # J8-59-11).

Alderman Williams made the motion to approve agenda item 8.1 in accordance with the memo from the Community Development Department, which is appended herein, with such approval to supersede any previous site plan approval for this parcel, and such approval conditioned upon the issuance of a building permit within six (6) months and further conditioned upon there not being another outstanding site approval regarding a future convenience store within $\frac{3}{4}$ of a mile of the Rankin County Co-Op, seconded by Alderman Coker and upon unanimous vote the motion carried.

9. WAYNE DEARMAN, POLICE CHIEF

1. Approve travel for Sgt. Jarrot Langston to attend the Emergency Vehicle Operation course in Meridian, MS on March 13-17, 2023.
2. Accept the resignation of Municipal Court Clerk Tara Yates effective March 1, 2023.
3. Transfer the following and set rates of pay in accordance with the memo:
 - a. Patrol Sergeant Taaffe McGruder to Warrants Officer as a Lieutenant effective February 22, 2023.
 - b. Deputy Court Clerk Shelby Gould to Municipal Court Clerk effective March 1, 2023.
4. Hire Bryan Edmonson as a Communication Officer effective February 22, 2023 and set rate of pay pursuant to the memo.

Alderman Womack made the motion to approve agenda items 9.1 – 9.4, in accordance with the memos from the Police Department, which are appended hereto, seconded by Alderman Williams and upon unanimous vote the motion carried.

10. BRIAN ROBERTS, FIRE CHIEF

1. Approve the Memorandum of Understanding between the Brandon Fire Department and the Secretary of the Air Force regarding mutual aid and authorize Mayor Butch Lee to execute the same.

Alderman Coker made the motion to approve agenda item 10.1 in accordance with the memo from the Fire Department, which is appended hereto, seconded by Alderman Farris and upon unanimous vote the motion carried.

11. EXECUTIVE SESSION

Alderman Coker made the motion to consider the need to enter into Executive Session, seconded by Alderman Vinson and upon unanimous vote the motion carried.

Alderman Coker made the motion to enter into Executive Session for the following reasons, to-wit: personnel matters involving the police department, potential litigation regarding the temporary moratorium and to discuss the transaction of business regarding the location, relocation or expansion of a business, seconded by Alderman Vinson and upon unanimous vote the motion carried.

Alderman Williams made the motion to terminate employee #2121, effective immediately, and to designate that such employee is not eligible for rehire, in accordance with the recommendation of the Police Chief, and to include a memo in the employee's personnel file regarding the same, seconded by Alderman Vinson and upon unanimous vote the motion carried.

Alderman Williams made the motion to rescind the promotion of employee #2025 and return him to his previous rank and pay, effective immediately, in accordance with the recommendation of the Police Chief, and to include a memo in the employee's personnel file regarding the same, seconded by Alderman Craine and upon unanimous vote the motion carried.

Alderman Womack made the motion to resume the Regular Board Meeting out of Executive Session, seconded by Alderman Coker and upon unanimous vote the motion carried.

(That votes were taken in Executive Session was announced upon return to the Board Room).

12. ADJOURN

Alderman Womack made the motion to adjourn the Regular Board Meeting, seconded by Alderman Craine and upon unanimous vote the motion carried. (Next Regular Board Meeting: March 6, 2023).

Minutes approved this the 6th day of March, 2023.

Hon. Butch Lee, Mayor

Attest:

Hon. Angela Bean, City Clerk

MINUTES
BRANDON BOARD OF ALDERMEN
SPECIAL BOARD MEETING
BUTCH LEE, MAYOR PRESIDING
MARCH 1, 2023

1. CALL TO ORDER – Mayor Lee and Aldermen Fariss, Middleton, Womack, Coker, Williams, and Craine were present. Alderman Vinson was absent.

Alderman Williams gave the invocation and Mayor Lee led to Pledge of Allegiance.

2. ANGELA BEAN, CITY CLERK

1. Append the Special Meeting Notice to the Minutes.

Alderman Coker made the motion to approve agenda item 2.1, seconded by Alderman Williams and upon unanimous vote the motion carried.

2. Set vendor booth fee for Brandon Jubilee Days Marketplace.
 3. Accept the proposal from Ambiance Landscape Services for landscape services for a new seating area at the Brandon Amphitheater in the amount of \$4,290.87.
 4. Accept quotes from Gilmore Brothers and Home Depot for materials to construct an additional Brandon Amphitheater corporate box and authorize purchase from Home Depot as the lowest quote in the amount of \$10,127.76.
 5. Approve Professional Services Agreement with Event Concessions for concessions at the Brandon Amphitheater and authorize the Mayor to execute the same.
 6. Approve 1yr. software renewal with SpotOn for the Brandon Amphitheater POS System, and authorize the Mayor to execute the same.

Alderman Craine made the motion to approve agenda items 2.2. – 2.6 in accordance with the memos from the City Clerk, which are appended hereto, seconded by Alderman Fariss and upon unanimous vote the motion carried.

3. ADJOURN

Alderman Womack made the motion to adjourn the Special Board Meeting, seconded by Alderman Williams and upon unanimous vote the motion carried.

Minutes approved this the 6th day of March 2023

Hon. Butch Lee, Mayor

Attest:

Hon. Angela Bean, City Clerk



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: ANGELIA PRYOR
DATE: 03/01/2023
SUBJECT: AMPHITHEATER SIGNAGE

Consideration to approve the quote from Top Shelf Creative for the manufacturing and installation of two (2) City of Brandon signs with hurricane-rated framing and installation to replace failing signs above the jumbo screens at the Brandon Amphitheater at the terms listed in Estimate 1390 at the rate of \$4920.00 and authorize the payment of the same.

ATTACHMENTS:

1. Estimate_1390_from_Top_Shelf_Creative
2. AMP-SignFrame-23
3. AMP-SignFrame-23a
4. AMP-SignFrame-23b
5. AMP-CitySign-Failing-23

Top Shelf Creative
515 Vine Dr.
Flowood, MS 39232
6019682214
orders@shelftopper.com



ADDRESS

Shelly Jones
City of Brandon
1000 Municipal Drive
Brandon, MS 39043

SHIP TO

Shelly Jones
City of Brandon
1000 Municipal Drive
Brandon, MS 39043

Estimate 1390

DATE 03/01/2023

ACTIVITY	QTY	RATE	AMOUNT
Signs:Aluminum Signs Manufacture and install two 4'x16' frames aluminum signs to go above video boards at Brandon amphitheater. Signs will feature a full 2" square tube frame around perimeter and another full 2" square tube frame on the back side to mount to.	2	2,460.00	4,920.00

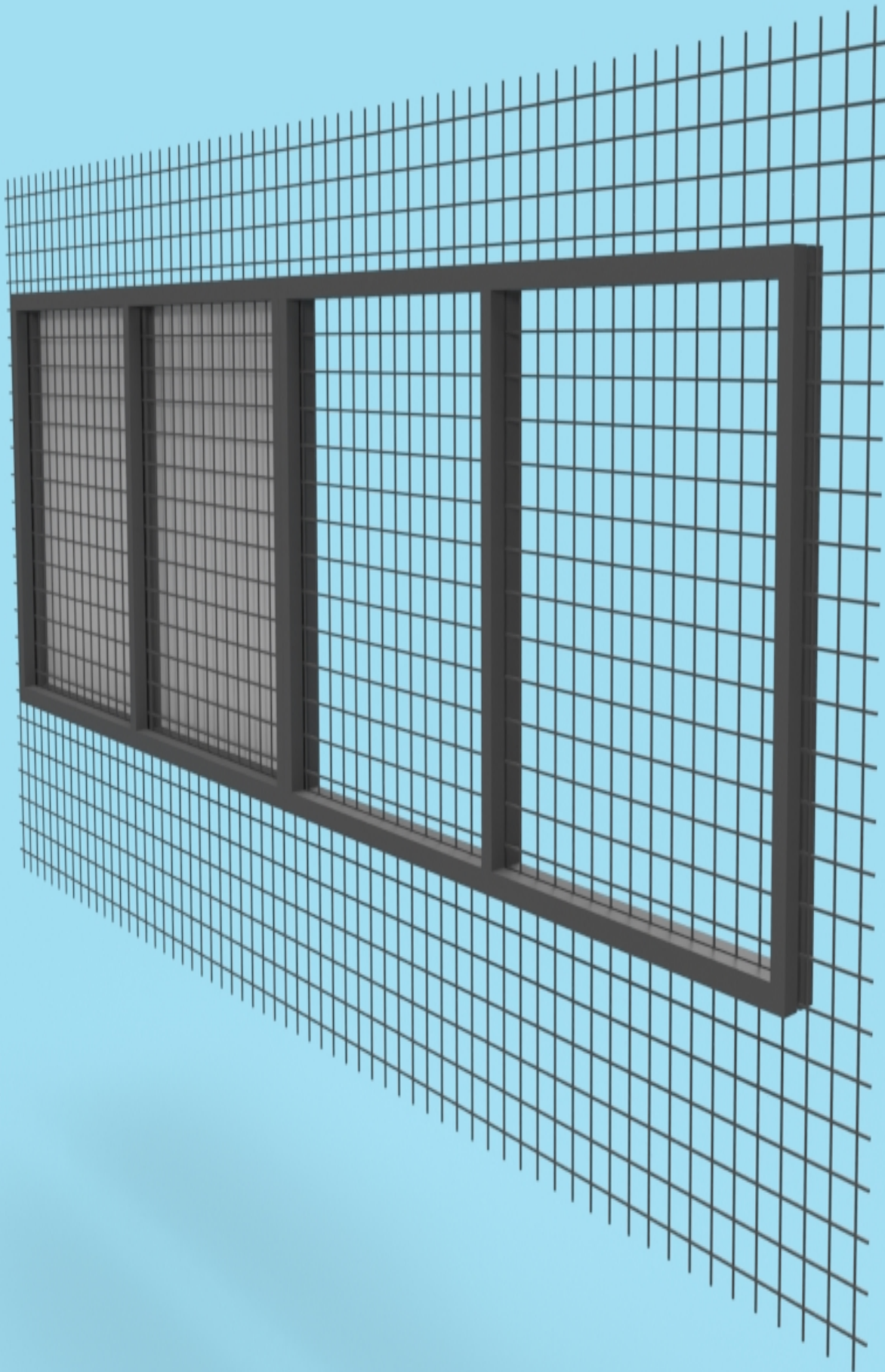
SUBTOTAL 4,920.00

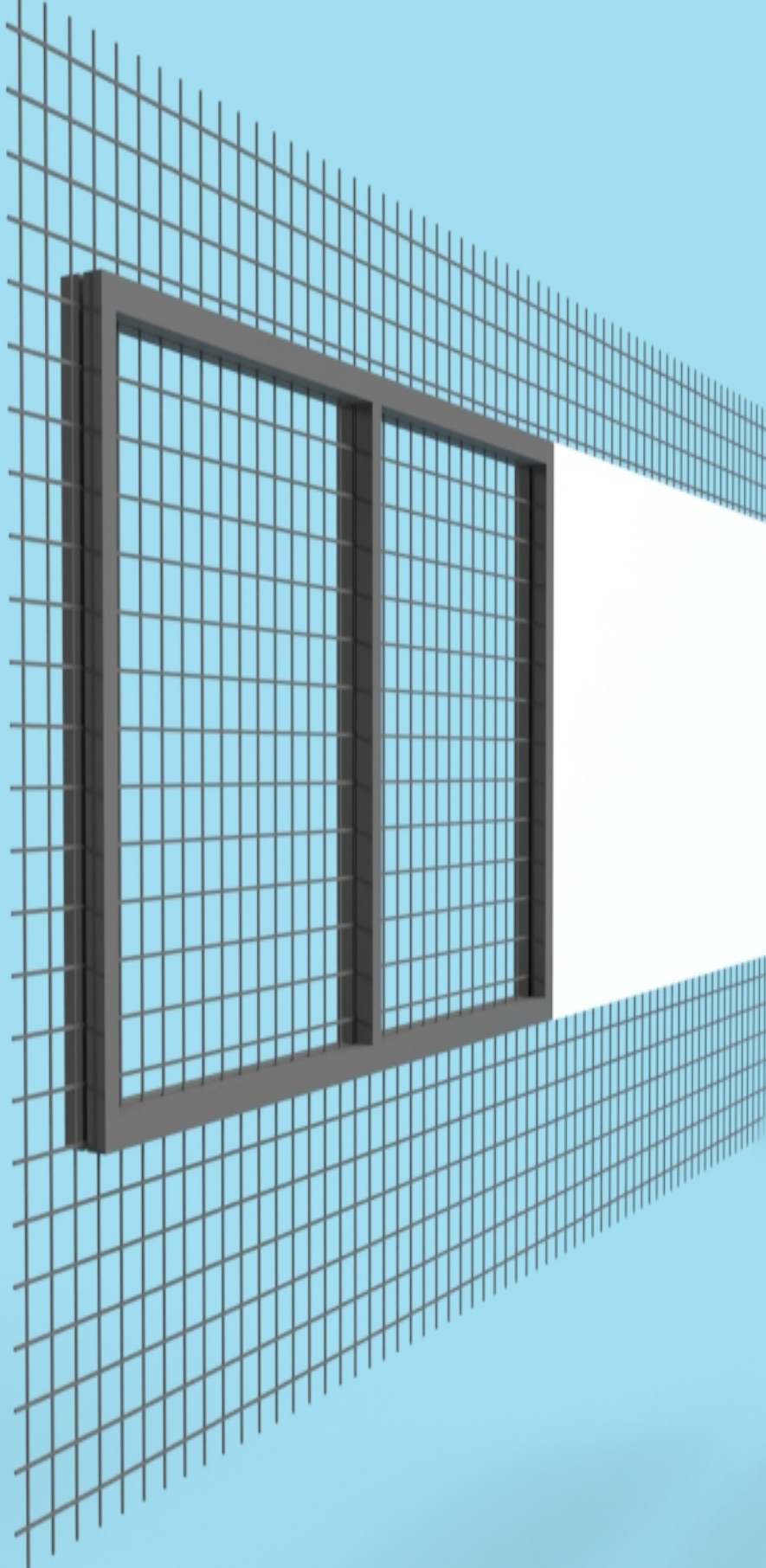
TAX 0.00

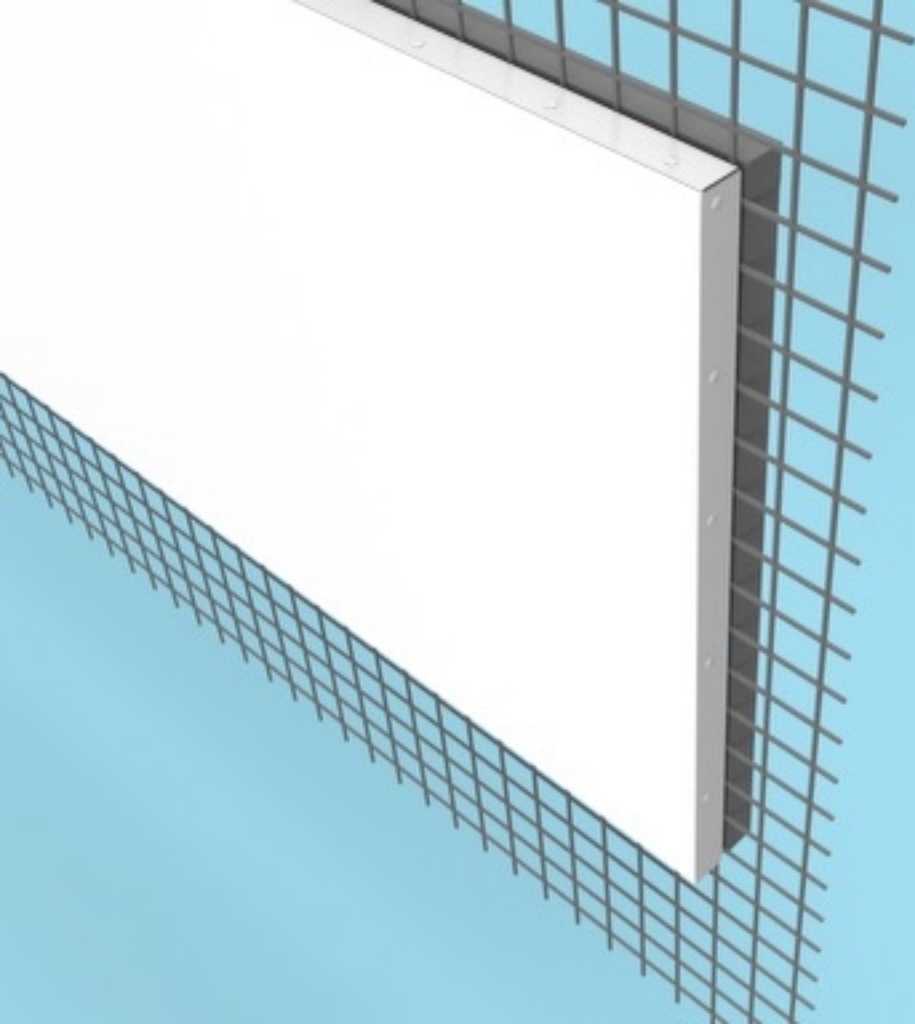
TOTAL \$4,920.00

Accepted By

Accepted Date







B BRANDON
MISSISSIPPI





MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: ANGELIA PRYOR
DATE: 02/23/2023
SUBJECT: **BRANDON AMPHITHEATER PROF SERVICE EXTENSION - JUSTICE**

Consideration to extend the following agreements for the 2023 Concert Season at the City of Brandon Amphitheater and authorize the Mayor to execute the same:

- Justice Security for Brandon Amphitheater Security Services

ATTACHMENTS:

1. Agreement-Justice-Mar.23
2. 2023-Justice-Proposed Pricing-Only



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: ANGELIA PRYOR
DATE: 03/01/2023
SUBJECT: APPROVE THE EXTENSION OF THE TERMS AND CONDITIONS

Approve the extension of the terms and conditions of the professional services agreement with regards to the Brandon Amphitheater for MS National Guard Non-Commissioned Officers Association, Cole Entertainment Services, LLC, and MVS, LLC, and authorize the Mayor to execute the same.

ATTACHMENTS:

1. AMP-Cole Extension-Mar23
2. AMP-Cole Entertainment-RateSchedule-23
3. AMP-Parking-Agreement-Mar23
4. Agendattem-MSNGNCOA-Parking Rate-2.23
5. AMP-MVS Extension-BuyOut-Mar23

AGREEMENT TO EXTEND TERM AND CONDITIONS OF STAGEHAND AGREEMENT

For mutual consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the City of Brandon, Mississippi ("Client") and Cole Entertainment Services, LLC, a Mississippi Limited Liability Company ("Operator"), agree to extend the term of that certain Stagehand Agreement entered into by the parties on the 6th day of April 2018, filed in Minute Book 270 Page 160; and amended and extended on December 17, 2018, filed in Minute Book 278 Page 132; and March 2, 2020 filed in Minute Book 292 Page 241; and February 22, 2022 filed in Minute Book 326 Page 113, as provided to-wit:

1. The term of the Agreement as amended shall continue and be in force and effect from March 6, 2023, and continuing through December 31, 2025.
2. The parties acknowledge and agree that in the event the federal government increases the minimum wage, stagehand rates may have to be reconsidered accordingly. In the event the parties cannot agree in this event, either party may terminate the Agreement. The rate schedule is attached hereto as Exhibit "A."
3. All other terms and conditions of the said Agreement not otherwise amended by written agreement of the parties shall and do remain in full force and effect.

Approved:

City of Brandon

Cole Entertainment Services, LLC

By: _____

By: _____

 CHARLES COLE

Dated: _____

Dated: _____

2/28/23

Cole Entertainment Services
 3424 Oak Grove Rd
 Hernando, MS 38632
CESMemphis@gmail.com
 901-338-5726

<u>Hourly Rates:</u>		2022 Rates	2020 Rates
Stagehands, Runners	\$26.00 per hour	\$22.00	\$17.50
Wardrobe Assistants,	\$36.00 per hour	\$25.00	\$25.00
Loaders	\$27.00 per hour	\$23.00	\$19.00
Forklift Operator,	\$31.00 per hour	\$25.00	\$20.00
Up Riggers	\$55.00 per hour	\$50.00	\$40.00
Down Riggers	\$55.00 per hour	\$45.00	\$35.00
House Electrician	\$51.00 per hour	\$40.00	\$38.00
Crew Chief** (required on calls 4 or more)	\$31.00 per hour	\$28.00	\$25.00
Focus Climber (2 hour min)	\$56.00 per hour	\$45.00	\$30.00
Spotlight (4 hr min)	\$31.00 per hour	\$25.00	\$20.00
Deckhand (4 hr min)	\$26.00 per hour	\$22.00	\$19.00
Cable page (4 hr min)	\$36.00 per hour	\$22.00	\$20.00
Truss Spotlight	\$50.00 per hour	\$45.00	\$35.00

<u>Insurance and Payrolling</u>	25% of gross
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Overtime

Any person between the hours of 12a-7a	1.5 times current rates
National holidays including (New Year's Eve, Easter)	1.5 times current rates
Recording or Broadcasting fee	1.5 times current rates

Minimums

A 6-hour minimum is applied to calls when the load-in and out are on separate days. This also applies when extras hands or loaders are added to just the out. Load-in and Load-out are separate 4-hour calls.

Show call is defined as the time assigned by the management for show call personnel to be in place. This is for meetings or assignments to begin. The show call is over when performers leave stage for final time. Any early callbacks get a 2-hour minimum added to load out minimum.

Meal penalty is 1.5 times current rate after 5 hours without meal break. This does not apply if the call is scheduled for only 6 hours. If the call goes over the 6-hour mark the meal penalty is back charged to the 5-hour mark.

The Crew Chief is to be counted as part of the hand total on calls of 15 or less. Total crew Riggers not included in tally. One hour will be added to load in if Covid test are required for the show.

For Labor calls over 45 total crew there will be 5% up charge to the admin fee.

AGREEMENT TO EXTEND TERMS AND CONDITIONS
OF PROFESSIONAL SERVICES PARKING AGREEMENT WITH
MISSISSIPPI NATIONAL GUARD NON-COMMISSIONED OFFICERS ASSOCIATION

For mutual consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the City of Brandon, Mississippi ("City") and The Mississippi National Guard Non-Commissioned Officers Association ("Association"), agree to extend the term of that Special Event Professional Services Agreement entered into by the parties on the 7th day of February 2022, filed in Minute Book 326 Page 294 as provided herein to-wit:

1. The term of the Agreement shall be extended through December 31, 2023.
2. The rate schedule is amended in full as attached hereto as Exhibit "A."
3. All other terms and conditions of said Agreement shall and do remain in full force and effect.

Approved:

City of Brandon, MS

Butch Lee, Mayor

Melissa Herron, President
MSNGNOA

Date: _____

Date: _____

City of Brandon Amphitheater at Quarry Park



MEMORANDUM

TO: BOARD OF ALDERMEN
FROM: BUTCH LEE
BOARD AGENDA: MARCH 6, 2023
SUBJECT: MSNGCOA SERVICE RATE AGREEMENT

Request permission to accept the professional service agreement with Mississippi National Guard Non-Commissioned Officers Association for parking services at the amphitheater and authorize the Mayor to execute the same.

There is an increase in the fee schedule as listed below:

2022 Concert Season

<u># of attendants</u>	<u>amount</u>
6	\$600
7-9	\$800
10-12	\$1200
15 or more	\$1500

2023 Concert Season

<u># of attendants</u>	<u>amount</u>
6	\$700
8-11	\$900
12-14	\$1300
15 or more	\$1500

ATTACHMENTS

- 2023 Concert Season Agreement Extension

AGREEMENT TO EXTEND TERM AND CONDITIONS OF PROFESSIONAL SERVICES MERCHANDISE VENDING AGREEMENT

For mutual consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the City of Brandon, Mississippi (Licensor) and MVS Services, LLC, a Mississippi Limited Liability Company (Licensee), agree to extend the term of that certain artist merchandise sales entered into by the parties on the 5th day of February 2018, and extended on January 2, 2019, March 2, 2020 and on March 15, 2021, and on March 1, 2022 (Minute Book 325 page 166); as provided herein: to-wit:

1. The term of the Agreement shall continue and be in force and effect from March 6, 2023 – December 31, 2023.
2. Artist Merchandise Buy-Out: The Licensor has the right to request or accept a buy-out for merchandise and novelties when financial analysis indicates that it would be advantageous to the Licensor. As, certain shows prefer to sell their own merchandise because of product knowledge that is explicit to their music/artist. Other shows generate very little in product sales but require accounting and sales tax collections. A revenue/cost analysis will be provided by Licensee to the Licensor and/or the promoter to compare the buy-out versus a venue-control vend. Licensee will still have to collect (7%) sales tax as the agent of record with the Mississippi Department of Revenue and will expense their travel allowance as part of the financial analysis.
3. All other terms and conditions of the said Agreement shall and do remain in full force and effect.

Approved:

City of Brandon, Mississippi

MVS Sales, LLC

By: _____
Butch Lee, Mayor

By: _____
Douglas M. McDonnell,
Owner

Dated: _____

Dated: _____



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: ANGELA BEAN
DATE: 02/23/2023
SUBJECT: CIVIC CENTER LIGHTING PROJECT BIDS

Consideration to accept the bids received on February 9, 2023 regarding the Civic Center Lighting Project and award to Elcon Electrical Contractors as the best bid received in the amount of \$381,973.00 and authorize the Mayor to sign all related documents.

ATTACHMENTS:

1. Civic Ctr Lighting award 2023



February 13, 2023

Mayor Butch Lee
City of Brandon Mississippi
1000 Municipal Drive
Brandon, MS 39042

Project Name: Brandon Big Room Renovations
Project No: 21-076
RE: Bid Award Recommendation

Mayor Lee:

We received bids on February 9, 2023 for the above-referenced Project. See attached Certified Bid Tabulation, along with scans of each bid received. Two bids were received. However upon review, the bid received from Davaine does not conform to the Project requirements in the following ways:

- **Incomplete bid. Bid does not include all of the requested scope of work (see bid)**
The Bid received from Davaine states, *"We have provided pricing..., it does not include any electrical contractor scope, including, but not limited to, removal of existing system, supply or installation of any 'house' lighting."* The Project Scope as defined by the Bidding Documents includes removal of existing systems AND supply/installation of other lighting fixtures, controls, raceways, wiring, etc... for a complete Project.
- **Contractor's Certificate of Responsibility Number is not provided**
Upon searching the MS Board of Contractor's website, we were unable to find any listing for Davaine. They do not appear to hold a current Contractor's license.
- **Bid Security is not provided**
The Project requires all bids to be accompanied by a security deposit (Bid Bond or Certified Check) per Section 00.2113 Instructions to Bidders.

There are other irregularities with their bid. The bid was not submitted on the required Bid Form. However, this does not appear to materially affect Davaine's bid.

The work described by the Project should be performed by a qualified, licensed Electrical Contractor. Davaine does not meet this standard. Additionally, their submitted bid is incomplete and does not meet the intent of the Project. As a result, we recommend disqualifying the bid received from Davaine.

The bid received from Elcon Electrical Contractors inc. appears to be complete and in good order. We recommend acceptance of the bid from Elcon Electrical Contractors, Inc for the base bid price of \$381,973.00.

Sincerely:

A handwritten signature in blue ink, appearing to read 'M. Wade Thompson'.

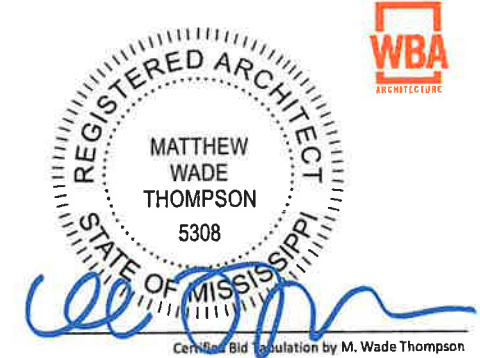
M. Wade Thompson, AIA NCARB
Principal Architect

Encl: Certified Bid Tabulation
File: 21-076.C
Cc: J.Wier, WBA

2727 Old Canton Rd, Ste 200, Jackson, MS 39216
p 601.321.9107 | wbaarchitecture.com

TABULATION OF BIDS

Project #: 21-076
 Project: **Brandon Big Room Renovations**
 Location: 1000 Municipal Drive, Brandon, MS
 Owner: City of Brandon Mississippi
 Bid Date: Thursday, February 9, 2023
 Time: 2:00pm CST
 Place: 1000 Municipal Drive, Brandon, MS



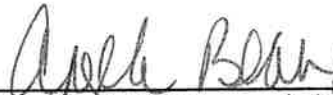
CONTRACTOR	CERTIFICATE OF RESPONSIBILITY	SURETY	BASE BID	DAYS		
Elcon Electrical Contractors, Inc.	08335-MC	Travelers Casualty and Surety Company of America	\$381,973.00	180		
Davaine**	not provided**	not provided**	\$112,000**			

**** NOTE:** Bid submitted is incomplete and does not comply with multiple Project Requirements. It is recommended this bid be disqualified.

Lighting Project - Civic Center
 Bid # 2023-01
 Bid Date: February 9, 2023
 2:00 p.m.

COMPANY	Cert of Responsibility	Unit Price
Davaine Lighting	Did not provide	\$112,000.00
Elcon Electrical Contractors	08335-MC	\$381,973.00

This is to certify that the above is a true and accurate tabulation of bids received on February 9, 2023.


 Angela Bean, City Clerk
 City of Brandon



AFFIDAVIT

PROOF OF PUBLICATION

RANKIN COUNTY NEWS • P.O. BOX 107 • BRANDON, MS 39043

STATE OF MISSISSIPPI COUNTY OF RANKIN

THIS 18TH DAY OF JANUARY, 2023, personally came Marcus Bowers, publisher of the Rankin County News,

a weekly newspaper printed and published in the City of Brandon, In the County of Rankin and State aforesaid, before me the undersigned officer in and for said County and State, who being duly sworn, deposes and says that said newspaper has been published for more than 12 months prior to the first publication of the attached notice and is qualified under Chapter 13-3-31, Laws of Mississippi, 1936, and laws supplementary and amendatory thereto, and that a certain

ADVERTISEMENT FOR BIDS

FROM:

1. THE OWNER (HEREINAFTER REFERRED TO AS OWNER):

- A. City of Brandon, Mississippi
- B. 1000 Municipal Drive
- C. Brandon, Mississippi, 39042

2. AND THE ARCHITECT (HEREINAFTER REFERRED TO AS ARCHITECT):

- A. Wier Boerner Allin Architecture
- B. Address:
2727 Old Canton Road, Jackson, MS 39216
- C. www.wbaarchitecture.com

3. TO: POTENTIAL BIDDERS

A. Your firm is invited to submit an offer under seal to Owner for construction of a Project located at the above address before 2pm local standard time on the NINTH DAY OF FEBRUARY, 2023 for:

B. Project Description: Owner's Bid Number 2023-01; Architect's Project No. 21-076; Brandon Civic Center Renovations; Replacement of existing lighting within the assembly space (i.e. "big room") at City Hall. Lighting replacement includes fixtures, controls, raceways, conductors & all other work as described in the Bidding Documents.

C. Bid documents may be obtained at Jackson Blueprint & Supply, Inc. 699 Monroe Street, Jackson, MS 39202. Bid documents can be obtained online via plan-room.jaxblue.com

D. Bidders shall be responsible for printing costs.

E. Bidders will be required to provide Bid security in the form of a Bid Bond of a sum no less than 5 percent of the Bid Amount.

F. Refer to other bidding requirements described in Document 00.2113 - Instructions to Bidders and Document 00.3100 - Available Project Information.

G. Submit your offer on the Bid Form provided. Bidders may supplement this form as appropriate.

H. The City of Brandon also offers electronic bidding submissions. All documents may be downloaded from Central Bidding at www.centralbidding.com. For any questions regarding the electronic process, please call Central Bidding at (225)810-4814.

I. Your offer will be required to be submitted under a condition of irrevocability for a period of 60 days after submission.

J. The Owner reserves the right to accept or reject any or all offers.

4. SIGNATURE

- A. For: The City of Brandon, Mississippi
- B. By: Butch Lee, Mayor

1. /s/ Butch Lee

5. DATES OF PUBLICATION:

- A. 1st advertisement: January 11, 2023
- B. 2nd advertisement: January 18, 2023

#38

ADVERTISEMENT FOR BIDS

BRANDON CIVIC CENTER RENOVATIONS

a copy of which is hereto attached, was published in said newspaper Two (2) consecutive weeks, as follows, to-wit:

Vol 175 No. 27 on the 11th day of January, 2023

Vol 175 No. 28 on the 18th day of January, 2023

Marcus Bowers

MARCUS BOWERS, Publisher

I, Marcus Bowers, do hereby depose and swear to and subscribe before me by the aforementioned Marcus Bowers, this 18th day of January, 2023

ID # 28593

FRANCES CONGER

Commission Expires Jan. 25, 2026

Jan. 25, 2026

Frances Conger, Notary Public

FRANCES CONGER

My Commission Expires: January 25, 2026

PUBLICATION FEE: (12 cents per word for first insertion and 10 cents per word for each subsequent insertion)

339 words at 22 per word..... \$74.58

Proof of Publication 3.00

TOTAL..... \$77.58



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: ANGELA BEAN
DATE: 03/02/2023
SUBJECT: CITY HALL PARKING LOT LIGHT FIXTURE UPGRADE

Consideration to accept the quote from Southern Electric Corporation as the lowest and best to replace parking lot light fixtures in the amount of \$20,020.00 and authorize payment of the same.

Additional quotes were received from: Elcon Electrical - \$30,800.00
Phoenix Electrical - \$38,500.00

The old parking lot fixtures will be upgraded to new LED energy-saving fixtures.

GL Code 001-092-720

ATTACHMENTS:

1. Quote_Southern Electric Corp.
2. Quote_Elcon Electrical Contractors
3. Phoenix



SOUTHERN ELECTRIC CORPORATION of MS

4374-A Mangum Drive

P.O. Box 320398

Flowood, MS 39232

Phone: (601) 939-2333

Fax: (601) 939-2261

Email: jeremy.mulligan@secofms.com

February 13, 2023

RE: City of Brandon / Pole lights – Head Replacement / Lithonia

Mr. Jody,

We appreciate the opportunity to quote you on the above referenced project. Our pricing is based on site meeting which includes labor and equipment as follows:

- 1) Replacement of (16) pole heads in city hall parking lot #1.

Total **\$20,020.00**

Items **NOT** included in this proposal:

- Taxes
- Bond
- Repair to existing electrical wiring
- Pulling of new wire for pole circuitry.

If you have any questions or need additional information, please give me a call. Quote pricing good for (30) days.

Respectfully Yours,

Jeremy Mulligan
Service Manager
Southern Electric Corporation

ELCON
ELECTRICAL CONTRACTORS, INC.
P.O. Box 1921
Brandon, MS 39043
(601) 825-4844
fax (601) 825-8884

PROPOSAL
January 27, 2023

City of Brandon
City Hall

Scope of work:
Labor, and material for replacing (16) pole light heads in City Hall
parking lot

Pricing includes
1. All labor and material to perform the work above.
2. All electrical work is in accordance with local codes.
3. Replace (16) pole light heads according to exact light
specifications

Pricing does not include, but not limited to the items listed below.
1. Repairs to any other existing electrical deficiencies not specified.
2. Sales tax

This proposal is valid for 30 days from the date established above.

We hereby propose to furnish material and labor to provide a complete
electrical system in accordance with the specification and drawings listed
above for the sum of:

Labor and materials
Total Cost: 30,800.

RODNEY BLAKENEY
ELCON ELECTRICAL CONTRACTORS, INC.
P.O. BOX 1921 • BRANDON, MS 39043
OFFICE 601-825-4844
CELL 601-540-8312
EMAIL rodney@elconec.com

Proposal

Phoenix Electrical Contractors, Inc.

121 Hillandale Lane
Pearl, MS 39208

www.Phoenixelectricalinc.com
Office: 601-824-0208



To:

Phone:	Date: 2/28/2023
Job Name/ Location:	Brandon City Hall/ Brandon Ms
Job Number	

We hereby submit specifications and estimates for:

We propose to supply the labor and material to complete the following project:

- 1) Replace 16 Pole Lights with LED Lithonia
- 2)
- 3)
- 4)
- 5)
- 6)
- 7)

Total	\$ 38,500.00
-------	--------------

*Sales tax not included. MPC will be required from General Contractor or 3.5% tax will be added.

*Any other labor or material will be considered extra. This price does not include any bond or allowance. This price does include electrical permit.

This price is based on normal working hours.

*Once demand is made for payment, and payment is not made within 30 days, interest will accrue at 1.5% per month. Any cost of collection, including attorney fees, shall be paid by the client.

We propose to furnish material and labor, complete in accordance with above specifications for the sum of :

\$ 38,500.00

Payment to be made as follows:

Due upon completion

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

Acceptance of Proposal:

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Authorized Signature: Dusty H. Dear

Client Signature: _____

Date Accepted: _____

* This proposal may be withdrawn by us if not accepted within 30 days.



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: ANGELA BEAN
DATE: 03/02/2023
SUBJECT: PURCHASE OF SIX (6) DELL COMPUTERS

Consideration to accept and approve a quote from Business Communications, Inc. (BCI), as the lowest and best quote received in the amount of \$10,477.83 for the purchase of six (6) Dell computers and authorize payment of the same.

A second quote was received from Techsource in the amount of \$12,111.00.

This purchase will upgrade all of the units in Community Development and was included in the fiscal year 2023 budget.

Thank you for your consideration.

ATTACHMENTS:

1. 20230302152123

Date:
02/28/2023

EPL 3760 - Dell Optiplex 5000

Prepared for:
City of Brandon

Quote #: 032954 Version: 1



Business Communications, Inc.

Mary Tucker, Account Executive
442 Highland Colony Parkway
Ridgeland, MS 39157

Office: 601.427.4212
Fax 601.898.1310
Email: mtucker@bcianswers.com
Website: <http://bcianswers.com/>

EPL Number 3760

Proposal is valid through 3/25/2023 1:00:00 AM.



Hardware		Price	Qty	Ext. Price
210-BCRJ	OptiPlex 5000 Small Form Factor	\$1,150.77	6	\$6,904.62
				
Description	SKU	Unit Price	Quantity	
OptiPlex 5000 Small Form Factor	210-BCRJ	-	6	
12th Generation Intel Core i5-12500 (6 Cores/18MB/12T/3.0GHz to 4.6GHz/65W)	338-CCWC	-	6	
Windows 10 Pro (Includes Windows 11 Pro License) English, French, Spanish	619-AQMP	-	6	
No Microsoft Office License Included	658-BCSB	-	6	
VMWCB Endpoint Stnd NGAV B-EDR w/ProSupport 1yr	528-CHEC	-	6	
16GB (2x8GB) DDR4 Non-ECC Memory	370-AGFS	-	6	
M.2 2230 256GB PCIe NVMe Class 35 Solid State Drive	400-BEUW	-	6	
M.2 22x30 Thermal Pad	412-AAQT	-	6	
M2X3.5 Screw for SSD/DDPE	773-BBBC	-	6	
Intel Integrated Graphics	490-BBFG	-	6	
240 W internal power supply unit (PSU), 85% Efficient, 80 Plus Bronze	329-BGMJ	-	6	
System Power Cord (Philippine/TH/US)	450-AAOJ	-	6	
No Optical Drive	429-ABKF	-	6	
Dell Pro Wireless Keyboard and Mouse - KM5221W - English - Black	580-AJJG	-	6	
Mouse included with Keyboard	570-AADI	-	6	
No Cover Selected	325-BCZQ	-	6	
Fixed Hardware Configuration	998-FOZE	-	6	
Internal Speaker	520-AARD	-	6	
EPEAT 2018 Registered (Silver)	379-BDTO	-	6	
Intel vPro Essentials	631-ADES	-	6	
Dell Limited Hardware Warranty Plus Service	804-9043	-	6	
ProSupport: 7x24 Technical Support, 5 Years	804-9052	-	6	
ProSupport: Next Business Day Onsite 5 Years	804-9072	-	6	



EPL Number: 3760

Quote #: 032954 Version: 1
Proposal for: City of Brandon

Hardware		Price	Qty	Ext. Price
210-BDLQ	Dell 32 Monitor - P3223DE, 80.1cm (31.5") 	\$536.75	3	\$1,610.25
210-BBCC	Dell 24 Monitor - P2422H, 60.5cm (23.8") 	\$245.37	8	\$1,962.96
Subtotal:				\$10,477.83

**EPL 3760 - Dell Optiplex 5000****Quote Information:**

Quote #: 032954
Version: 1
Delivery Date: 02/28/2023
Expiration Date: 03/25/2023

Bill To:

City of Brandon
1000 Municipal Dr
Brandon, MS 39042
Jeff Bynum
jbynum@brandonms.org
(601) 825-5021

Ship To:

City of Brandon
1000 Municipal Dr
Brandon, MS 39042
Jeff Bynum
jbynum@brandonms.org
(601) 825-5021

Quote Summary		Amount
	Hardware	\$10,477.83
	Total	\$10,477.83

Return Policy

All requests to return merchandise and/or materials purchased are subject to manufacturer's authorization and return policy. If purchased materials and/or merchandise is damaged, defective, and/or non-functional on arrival, customers have 30 days from date of invoice to request a return. All returned materials and/or merchandise must be complete with all manuals, cables, warranty cards, static bags, etc., just as the Customer received them. All other materials and/or merchandise can only be returned if the box and/or packaging has not been opened. Authorization of these returns are subject to the manufacturer's approval and are subject to a restocking fee.

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

**Proposal Acceptance**

By signing this document the customer acknowledges that they have received and read a copy of the BCI General Customer Agreement and agrees to all the terms contained therein. This quote is valid through 3/25/2023 1:00:00 AM.

Customer signature and acceptance of this quote serves as authorization for BCI to procure the products and services detailed in the quote on behalf of the customer and to invoice customer accordingly.

Pricing includes 3% discount for payments made by cash, check or ACH.

City of Brandon**Business Communications, Inc**

Signed _____
Name _____
Title _____
Date February 28, 2023

Signed Mary Tucker
Name Mary Tucker
Title Account Executive
Date February 28, 2023

Mary Tucker, Account Executive

442 Highland Colony Parkway
Ridgeland, MS 39157

Office: 601.427.4212

Fax 601.898.1310

Email: mtucker@bcianswers.com

Website: <http://bcianswers.com/>

Quoted To:

City of Brandon
Jeff Bynum
1000 Municipal Drive
Brandon, MS 39042
United States

Phone (601) 825-5021
Fax

Prepared By:

Ayla Smith
asmith@techsource.ms

Ship Via:

Terms: NET30

State of Mississippi EPL PCs

Description	Unit Price	Qty	Ext. Price
☐ Dell Optiplex 5000 SFF --I5 Processor --Windows 10 --16gb Ram --256SSD Harddrive --Dell 5 Year ProSupport Plus and Next Business Day Onsite Service Warranty	\$1,515.00	6	\$9,090.00
☐ Dell 32 Inch USB-C Hub Monitor --Full HD	\$567.00	3	\$1,701.00
☐ Dell 24 Inch Monitor --Full HD	\$165.00	8	\$1,320.00

Subtotal	\$12,111.00
Tax	\$0.00
Shipping	\$0.00
Grand Total	\$12,111.00

Please contact me if I can be of further assistance.

*Quote valid for 30 days. Taxes, shipping, handling and other fees may apply.
Unless otherwise stated, this quote does not include any labor charges. We reserve the right to cancel orders arising from pricing or other errors.*

16-5-3
nw-nw



Book:2023 Page:3236-3242
DEED
RCD: 02/23/2023 @11:05:49 AM
Rankin County, MS
Larry Swales Chancery Clerk

INDEX: 0.12 ACRES +/- IN THE NW ¼ OF THE NW ¼ SECTION 16, T5N-R3E, CITY OF BRANDON, RANKIN COUNTY, MISSISSIPPI

CITY OF BRANDON
TEMPORARY CONSTRUCTION EASEMENT

For and in consideration of the sum of One Thousand Three Hundred and No/100 (\$1300.00) Dollars, cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned,

RANKIN COUNTY SCHOOL DISTRICT
P.O. Box 1359
Brandon, Mississippi 39042
(601) 825-5590
"Grantor"

does hereby convey to the

CITY OF BRANDON, MISSISSIPPI
1000 Municipal Drive
Brandon, Mississippi 39042
(601) 825-5021
"Grantee"

a Temporary Construction Easement containing 0.12 acres +/- as reflected on the legal description attached hereto as Exhibit "A" and made a part hereof, said Temporary Construction Easement being for a period of time not to exceed one (1) year from the date Grantee issues a Notice to Proceed with the public project for which this instrument is made necessary.

The consideration above mentioned shall be in full settlement of all claims, grants or rights of action accrued, accruing or to accrue to the Grantor herein.

Grantor, in accordance with the Real Property Acquisition Policies Law, Mississippi Code Annotated §§ 43-37-1 *et. seq.*, ("RAP"), does hereby waive any and all provisions of RAP as it relates to this Temporary Construction Easement. Grantor does hereby knowingly and willingly waives any and all claims and remedies thereunder.

WITNESS THE SIGNATURE of the Grantor on this the 22 day of February

2023.

RANKIN COUNTY SCHOOL DISTRICT,
GRANTOR

[Signature]
BY: John Scott Rines (Print Name)
Superintendent (Title)

STATE OF MISSISSIPPI
COUNTY OF RANKIN

PERSONALLY appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named John Scott Rines, Ph.D., who is the Superintendent of the Rankin County School District, who acknowledged to me that for and on behalf of the Rankin County School District, s/he signed and delivered the above and foregoing instrument of writing on the day and year therein mentioned, after first being authorized so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 22

day of February 2023.



[Signature]
NOTARY PUBLIC

PREPARED BY:

MARK C. BAKER, SR., (MSB #1717)
BAKER LAW FIRM, P.C.
306 Maxey Drive, Suite D
Post Office Box 947
Brandon, MS 39043
Telephone (601) 824-7455
Email: Mark@blfmail.com

**Description
For
Rankin County Board of Education Property
(Variable Temporary Construction Easement)**

A tract or parcel of land containing **0.12 acres**, more or less, lying and being situated in the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 16, Township 5 North, Range 3 East, City of Brandon, Rankin County, Mississippi and being more particularly described by metes and bounds as follows:

Commencing at a found $\frac{1}{2}$ inch iron pin marking the Northwest corner of said Section 16; run thence

South 44 degrees 38 minutes 35 seconds East for a distance of 1,292.83 feet to a set $\frac{1}{2}$ inch iron pin marking the Southeast corner of the Rankin Self Storage, LLC property as recorded in Deed Book 2019, Pages 9982-9987 in the Office of the Chancery Clerk of Rankin County and the **Point of Beginning** of the herein described easement; thence

North 30 degrees 05 minutes 26 seconds West for a distance of 51.04 feet to a set $\frac{1}{2}$ inch iron pin; thence

North 48 degrees 20 minutes 08 seconds East for a distance of 102.08 feet to a set $\frac{1}{2}$ inch iron pin; thence

South 30 degrees 05 minutes 26 seconds East for a distance of 51.04 feet to a set $\frac{1}{2}$ inch iron pin marking the North right of way of Value Road; thence

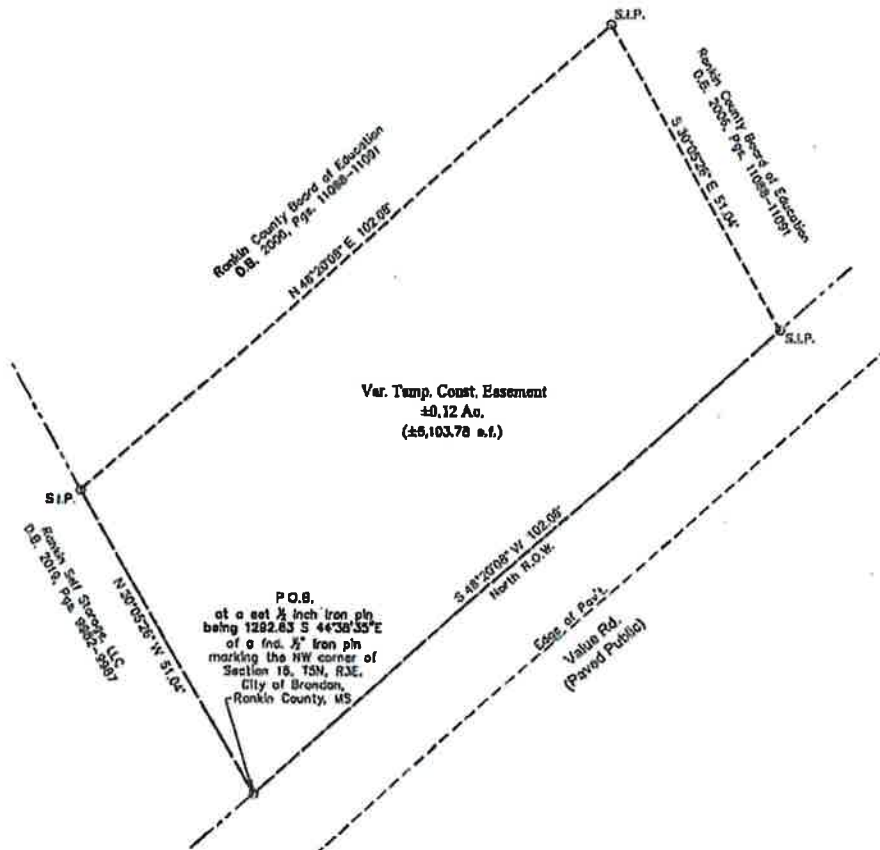
South 48 degrees 20 minutes 08 seconds West along said North right of way of Value Road for a distance of 102.08 feet to the **Point of Beginning**.

Prepared by:
Benchmark Engineering and Surveying, LLC
101 Highpointe Court, Suite B
Brandon, MS 39042

(601) 591-1077 Office
(601) 591-0711 Fax
Email: mlove@benchmarkms.net

**EXHIBIT
"A"**

PLAT OF SURVEY - RANKIN COUNTY BOARD OF EDUCATION
VAR. TEMP. CONST. EASEMENT
 SITUATED IN THE NW ¼ OF THE NW ¼ OF SECTION 16, T5N, R3E,
 CITY OF BRANDON, RANKIN COUNTY, MISSISSIPPI



SCALE: 1"= 20'

DATE OF FIELD SURVEY: 10/18/22

S.I.P. = SET 1/2" x 18" IRON PIN

DEED BOOK 2008, PAGES 1108B-1109I

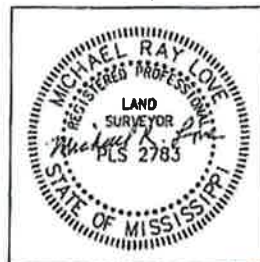
GEODETIC NORTH, BASED ON GPS OBSERVATIONS

CLASSIFICATION:

THIS SURVEY MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR SURVEYING IN MISSISSIPPI FOR CLASS B SURVEYS AS ADOPTED BY THE MISSISSIPPI BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND SURVEYORS.

THIS PROPERTY MAY BE SUBJECT TO RECORDED, UNRECORDED, OR MISINDEXED INSTRUMENTS WHICH WOULD BE DISCLOSED BY A TITLE EXAMINATION OF SAID PROPERTY.

I certify that the information on this plat is thorough and accurate to the best of my knowledge.



DATE:	11-02-11	DWG. NO:	B-8819
DRAWN:	RTS	PROJ. NO:	B-8819
CHECKED:	MRL	CREW:	BRADLEY
REVISED:			
DWG PATH:	f:\PROJECTS\B-8819\Drawings\B-8819.DWG		

BENCHMARK
ENGINEERING & SURVEYING, LLC
 101 Highway 100, Suite B
 Brandon, Mississippi 39042
 601-591-1077
 www.benchmarksurvey.com

Parker, Gentry & Parker, Inc.

dba Appraisal Research

104 Avalon Court, Suite A
Brandon, MS 39047
Post Office Box 320217
Flowood, MS 39232
(601) 864-2422
FAX: (601) 864-1805

January 13, 2023

Rankin County School District

Attn: Ms. Marilyn Johnson, Sixteenth Section Land Manager

1220 Apple Park Place

Brandon, MS 39042

Re: A Temporary Utility Easement,
Value Road, Brandon, MS

Dear Ms. Johnson:

As you requested, we have personally inspected and appraised the above-reference properties for the purpose of providing you and the School District with an opinion of fair compensation of a 0.12 acre temporary utility easement of the subject property.

Based on our analysis, we have concluded that a fair compensation for the temporary easement, as of December 5, 2022, is in the amount of:

\$1,300

ONE THOUSAND THREE HUNDRED DOLLARS.

Unless otherwise stipulated elsewhere in the report, improvements on the appraised land, if any, have been considered to be property of the Leaseholder and were not included in the valuation herein.

This appraisal report complies with the *Competency Provision* and to all other applicable sections of the *Uniform Standards of Professional Appraisal Practice* of the Appraisal Standards Board of the Appraisal Foundation. Further the report is compliant with FIRREA and is intended to comply with the reporting requirements set forth under Standards Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice for an Appraisal Report. The undersigned appraiser is licensed and/or certified as a real estate appraiser in the State in which the property is located and is competent to complete this report in accordance with the competency provisions of USPAP.

This Appraisal Report represents only summary discussions of the data, reasoning and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data,

reasoning and analyses is retained in the appraiser's file. The depth of the discussion contained in this report is specific to the needs of the client and for the intended use stated later in the report. The appraiser is not responsible for unauthorized use of this report.

This report is based on estimates, assumptions and other information developed from research of the market and knowledge of the industry. The sources of information and bases of the estimates and assumptions are stated in the appropriate sections of the report. Under the terms of this engagement, the appraiser has no obligation to revise this report or estimate of market value to reflect events or conditions that occur subsequent to the date of the appraisal. However, we will be available to discuss the necessity for revision resulting from changes in economic or market factors affecting the project.

We have included in the report the relevant assumptions and limiting conditions, certification and discussions of the methodologies used. The accompanying financial analyses are based on estimates and assumptions developed in connection with the appraisal. However, some assumptions inevitably will not materialize, and unanticipated events and circumstances may occur; therefore, actual results achieved during the analysis period will vary from the analyses, and the variations may be material.

Neither the whole, nor any part of this report or any reference thereto may be included in any document, statement, or circular.

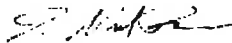
We certify that, to the best of our knowledge and belief, ...

- the statements of fact contained in this report are true and correct.
- the reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions and are our personal, impartial and unbiased professional analyses, opinions and conclusions.
- we have no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved.
- we have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- our engagement in this assignment was not contingent upon developing or reporting predetermined results.
- our compensation for completing this assignment is not contingent upon the development of reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

- our analyses, opinions and conclusions were developed, and this appraisal and report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice, and with the requirements of the Code of Professional Ethics of the Appraisal Institute.
- we have made a personal inspection of the property that is the subject of this report. The level of detail of the inspection is noted within the body of the report.
- as of the date of the appraisal, J. Neil Parker, MAI, has completed the continuing education requirements of the Appraisal Institute.
- no one provided significant real property appraisal assistance to the person signing this certification.
- the use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- the appraiser has acted in an independent capacity; this appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.
- we have not performed services on the property that is the subject of this appraisal in the three (3) years preceding the date of this valuation.

Respectfully submitted,

Parker, Gentry & Parker, Inc.



J. Neil Parker, MAI
Vice President

MS Certified General Real Estate Appraiser # GA-885
AL Certified General Real Property Appraiser #G01123
LA Certified General Appraiser #G4406





MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: AMY DAVIS, ANGELA BEAN
DATE: 03/03/2023
SUBJECT: DOCUMENT DISPOSAL

Request permission to destroy documents in accordance with the MDAH retention schedule for the following:

- 2015-2016 Closed Privilege License Files (records have been scanned into Laserfiche).
- 2018 Agenda Files
- Retired Vehicle Files (records have been scanned into Laserfiche).

Thank you for your consideration.

ATTACHMENTS:

None



City of Brandon
Check Register by Department for Checks Dated 3/6/2023

Check Run #: 12844

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
Dept#	001-000							
91606	4011	AMERICAN UNITED LIFE INS. CO.		G00611669- 0001-000 MAR 23	MAR 2023 VOL TERM LIFE INS	001-000-155	5	\$1,709.20
				G00611669- 0000-000 MAR 23	MAR 2023 BASIC LIFE INS	001-000-125	5	\$529.68
91608	12960	ASHLEY MOSS		02/22/2023	BHS B-CLUB ROOM RENTAL FULL DEPOSIT REFUND	001-000-321	5	\$650.00
91622	12962	CENTER FOR VIOLENCE PREVENTION		02/23/2023	EVENT CANCELLATION- FULL ROOM RENTAL REFUND	001-000-315	5	\$300.00
91629	260	COLONIAL LIFE & ACCIDENT		7029838030133 7	MAR 2023 P&P AND LIFE INS	001-000-128	5	\$2,862.68
						001-000-129	5	\$229.18
91640	799	DPS FUND #3734		02/07/2023-A	SPECIAL ASSESSMENTS- JAN 2023	001-000-330		\$1,562.96
91641	799	DPS FUND #3734		02/07/2023-B	INTERLOCK IGNITION-JAN 2023	001-000-330		\$1,278.00
91642	799	DPS FUND #3734		03/02/2023-A	SPECIAL ASSESSMENTS- FEB 2023	001-000-330		\$1,308.00
91643	799	DPS FUND #3734		03/02/2023-B	INTERLOCK IGNITION-FEB 2023	001-000-330		\$822.00
91652	2002	FOX-EVERETT/COB		02232023	FEB 2023-MEDICAL AND DENTAL INS	001-000-116	5	\$84,826.00
						001-000-117	5	\$5,037.33
91680	12735	MS ATTORNEY GENERAL'S OFFICE		02/07/2023	VICTIMS OF HUMAN TRAFFICKING-JAN 2023	001-000-330	6	\$100.00



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Check Run #: 12844

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
91681	12735	MS ATTORNEY GENERAL'S OFFICE		03/02/2023	VICTIMS OF HUMAN TRAFFICKING-FEB 2023	001-000-330		\$1,400.00
91694	1224	RANKIN CO SUPERVISORS		03/02/2023	LAW LIBRARY-FEB 2023	001-000-330	5	\$185.50
				02/07/2023	LAW LIBRARY-JAN 2023	001-000-330	5	\$229.06
91699	2540	RELIANCE STANDARD		VPL301515 FEB 23	FEB 2023 LTD INS	001-000-154	5	\$771.62
91709	838	STATE TREASURER		02/07/2023	COURT ASSESSMENTS- JAN 2023	001-000-330	6	\$20,049.26
91710	838	STATE TREASURER		03/02/2023	COURT ASSESSMENTS- FEB 2023	001-000-330		\$16,442.50
91718	12364	UNUM INSURANCE COMPANY		0442883-001 6- JAN 23	JAN 2023 VISION INS-ADD'L BALANCE DUE	001-000-122	5	\$28.77
Total For Department				001-000				\$140,321.74

Dept#	001-010							
91657	575	HOME DEPOT CREDIT SERVICES	15358	4093331	1 DOOR KEY FOR WARRANTS	001-010-550	5	\$0.00
						001-010-550	5	\$0.00
91707	3699	STAPLES CONTRACT & COMMERCIAL, INC	15180	3530795242	Office Supplies for PD	001-010-500	5	\$37.91
			15180	3531255186	CREDIT INV #3530270713	001-010-500	5	(\$37.91)
			15336	3531255188	Printer and Ink-Court Services	001-010-500	5	\$169.99
						001-010-500	5	\$239.67
91720	12926	WAYNE DEARMAN		03/02/2023	WIRELESS DOORBELL AND	001-010-550	5	\$62.02



City of Brandon
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Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
91723	1708	WOLVERTON ENTERPRISE INC.	15348	20234278	CHIME-COURT SERVICES Clerk Stamp for Shelby	001-010-550	5	\$36.50
				Total For Department	001-010			\$508.18
Dept#		001-040						
91707	3699	STAPLES CONTRACT & COMMERCIAL, INC	15321	3531255187	Office Supplies	001-040-500	5	\$49.95
				Total For Department	001-040			\$49.95
Dept#		001-092						
91607	11103	ARAMARK UNIFORM & CAREER APPAREL GROUP, INC		2780101267	MOPS FOR SENIOR CENTER AND CITY HALL	001-092-510	5	\$32.05
				2780103664	MOPS FOR SENIOR CENTER AND CITY HALL	001-092-510	5	\$26.22
91610	76	BAKER LAW FIRM, P.C.		1282	COPIES-COB	001-092-608	6	\$172.65
91612	7780	BARLOW & COMPANY, PLLC		213816	AUDIT PROGRESS BILL #2-FYE 9/30/2022	001-092-609	5	\$15,000.00
91618	4919	BROADBAND VOICE, LLC		85332	CITY HALL AND LIBRARY PHONE- 03/01/2023- 03/31/2023	001-092-605	5	\$1,057.07
91623	389	CENTERPOINT ENERGY ENTEX		6641534-0 FEB 23	1351 W GOVERNMENT ST- 01/11 TO 02/10/2023	001-092-630	5	\$244.07
91625	1999	CINTAS CORPORATION NO 210		4146929868	UNIFORMS	001-092-535	5	\$1.58
						001-092-535	5	\$1.89
						001-092-535	5	\$7.22
								03/03/2023

Report run by: ttrebotich



City of Brandon
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Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
				4147625688	UNIFORMS	001-092-535	5	\$1.58
						001-092-535	5	\$1.89
						001-092-535	5	\$7.22
91634	6127	CONTACT NETWORK, LLC	14484	364405	FIBER AND INTERNET-03/01 TO 03/31/2023	001-092-605	5	\$12,780.00
91648	2245	ENTERGY		10017299842	FEB 2023- COLLECTIVE ENTERGY BILL	001-092-630	5	\$7,066.62
						001-092-630	5	\$478.53
91651	860	FLEETCOR TECHNOLOGIES		NP63856809	FUEL FOR WEEK 02/13/2023- 02/19/2023	001-092-525	5	\$46.56
				NP63885935	FUEL FOR WEEK 02/20/2023- 02/26/2023	001-092-525	5	\$44.09
91660	623	JACKSON PAPER COMPANY	15322	1329132	Copy Paper	001-092-500	5	\$137.10
91661	2791	JANI KING OF JACKSON	15197	JAC02230472	Clean Carpet in Board Room-Approx. 1000sf	001-092-637	5	\$250.00
91675	4566	METRO BUILDING SERVICES, INC	14767	48434	HVAC EQUIPMENT SERVICE AGREEMENT (FY23)-B/A 10/17/2022	001-092-637	5	\$997.50
91677	6093	MIDSOUTH ELEVATOR, LLC	14530	365758371	CITY HALL MONTHLY ELEVATOR MAINTENANCE	001-092-600	5	\$203.96
91688	985	POSTAGE BY PHONE		02/22/2023	POSTAGE FOR CITY HALL	001-092-691	5	\$314.51
91692	9654	PROTEL, INC	14567	230200873	Call Center Service- Acct #1364	001-092-600	5	\$14.00
91697	12708	RECURO HEALTH, INC		38601	FEB 2023 MD LIVE	001-092-480	5	\$357.50
91701	5241	SHRED-IT		8003439961	SHRED SERVICES- 02/07/2023-PW AND CITY HALL	001-092-600	5	\$66.40

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Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
91707	3699	STAPLES CONTRACT & COMMERCIAL, INC	15321	3531255187	Office Supplies	001-092-500	5	\$10.82
						001-092-500	5	\$7.57
91714	3845	TRUSTMARK VISA - CAROLYN PALMER	14450	03/01/2023	MONTHLY QUICK BOOKS PAYMENT	001-092-600	5	\$85.00
91715	12620	TRUSTMARK VISA - ANGELIA PRYOR		01/17/2023	REBATE EARNED	001-092-550	5	(\$2.50)
				112-7671145-5420248	AMAZON-BATTERY-REPL FOR ER/EXIT LIGHT	001-092-550	5	\$44.98
Total For Department				001-092				\$39,456.08

Dept#	001-112							
91602	1522	A COMPLETE FLAG SOURCE	15264	43330	Flags-Inside and Outside the PD	001-112-550	5	\$130.42
						001-112-550	5	\$113.12
						001-112-550	5	\$103.00
						001-112-550	5	\$93.90
						001-112-550	5	\$281.70
91609	2275	AT&T		601M31-35470010590 MAR 23	PD T LINE 1-02/23 TO 03/22/2023	001-112-605	6	\$243.96
91613	91	BATTERIES PLUS	15340	P60223883	Batteries for Key Fobs and Scopes	001-112-550	5	\$18.45
						001-112-550	5	\$18.15
91618	4919	BROADBAND VOICE, LLC		85334	PD PHONE AND FAX LINE-03/01/2023-03/31/2023	001-112-605	5	\$925.05
91625	1999	CINTAS CORPORATION NO 210		4146929868	UNIFORMS	001-112-535	5	\$3.96
						001-112-535	5	\$10.66
						001-112-535	5	\$10.96
				4147625688	UNIFORMS	001-112-535	5	\$3.96



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Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
91630	4293	COMCAST CABLE		8396410610147 155 FEB 23	PD INTERNET-02/18 TO 03/17/2023	001-112-605	5	\$270.25
91644	356	DPS LAW ENFORCEMENT		90128037	ANALYTICAL FEES- 01/01 TO 01/31/2023-BILLED FEB 2023	001-112-600		\$420.00
91645	356	DPS LAW ENFORCEMENT		90128768	BASIC LAW ENFORCEMENT CLASS-BATES, LINDSEY, LOWE, SMALL & WELLS	001-112-685		\$20,250.00
91648	2245	ENTERGY		10017299842	FEB 2023- COLLECTIVE ENTERGY BILL	001-112-630	5	\$4,270.53
						001-112-630	5	\$146.62
91651	860	FLEETCOR TECHNOLOGIES		NP63856809	FUEL FOR WEEK 02/13/2023- 02/19/2023	001-112-525	5	\$2,397.11
				NP63885935	FUEL FOR WEEK 02/20/2023- 02/26/2023	001-112-525	5	\$2,197.03
91657	575	HOME DEPOT CREDIT SERVICES		1131434	1/2 IN IMPACT WRENCH	001-112-550	5	\$129.00
				1224780	AIR COMPRESSOR AND 1/2" CONDUIT	001-112-729	5	\$533.93
						001-112-550	5	\$19.92
				1131433	REFUND 1/2" CONDUIT-NOT CITY'S	001-112-550	5	(\$19.92)
				8142112	REFUND AIR COMPRESSOR- CHARGED SALES TAX	001-112-729	5	(\$533.93)
				8142113	AIR COMPRESSOR	001-112-729	5	\$499.00
			15358	4093331	1 DOOR KEY FOR WARRANTS	001-112-550	5	\$3.97
						001-112-550	5	(\$0.08)



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Check Run #: 12844

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
			15370	2510315	Shelving Unit for Warrants Office	001-112-500	5	\$27.98
91667	10529	K&S TRUCKING LLC		15344	MOUNT & BALANCE/VIN #9714 UNIT 17-001	001-112-540	5	\$80.00
			15317	15091	Mount and Balance-VIN #5238 Unit 281	001-112-540	5	\$64.00
						001-112-540	5	\$16.00
91670	12964	LYDIA EASLEY		724835/040166	SUPPLIES TO ORGANIZE THE OFFICE SUPPLY CLOSET AT PD	001-112-500	5	\$22.74
91671	12955	LYDIA EASLEY - PETTY CASH CUSTODIAN		02/23/2023	REIMBURSE PETTY CASH EXPENSES	001-112-691	5	\$16.98
						001-112-525	5	\$13.40
						001-112-691	5	\$26.90
91675	4566	METRO BUILDING SERVICES, INC	14767	48435	HVAC EQUIPMENT SERVICE AGREEMENT (FY23)-B/A 10/17/2022	001-112-637	5	\$892.50
91685	12882	ON DUTY UNLIMITED	15378	2019	Install Light Bar	001-112-635	5	\$250.00
91689	989	PRECISION DELTA CORP.	15126	26305	Training-9mm 115gr FMJ 500 rd/cases	001-112-685	5	\$3,057.32
91695	1030	RANKIN CO. TOWING SERVICE		14217	TOW VIN #5938 TO PD/BUTTS	001-112-600	5	\$125.00
91705	4108	SPECIALIZED EMERGENCY RESPONSE TRAINING		02/27/2023	EVOC INSTRUCTOR DEVELOPMENT COURSE- LANGSTON-B/A 02/21/2023	001-112-685	5	\$750.00
91707	3699	STAPLES CONTRACT & COMMERCIAL, INC		3531255183	CREDIT INV #3528239723-BANKER BOX	001-112-500	5	(\$134.96)
				3528800682	BANKER BOX	001-112-500	5	\$134.96
			15180	3530795242	Office Supplies for	001-112-500	5	\$38.41

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Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
					PD			
			15180	3531255186	CREDIT INV #3530270713	001-112-510 001-112-500	5 5	\$277.44 (\$38.41)
91712	3994	THE SOUTHERN CONNECTION POLICE	15312	24691	Hem Pants (2), Switch Out Stripes, Epaulettes, Add Shirt Patches	001-112-510 001-112-535	5 5	(\$277.44) \$64.00
						001-112-535	5	\$7.00
						001-112-535	5	\$7.00
						001-112-535	5	\$3.00
						001-112-535	5	\$14.00
						001-112-535	5	\$54.99
			15308	24700	Boots-Deon Allen & LT Bars-Taaffe	001-112-535	5	\$119.99
						001-112-535	5	\$11.99
			15279	24652	Boots-French	001-112-535	5	\$179.00
			15039	24729	Point Blank HI-LITE Carrier/McIntyre	001-112-535	5	\$773.00
			14862	24772	HI-LITE CARRIERS/MOORE, LOWE	001-112-535	5	\$1,546.00
			15087	24775	Vest for Dukes	001-112-535	5	\$773.00
			15100	24768	Vest for Pittman	001-112-535	5	\$773.00
			15128	24770	Vest for Jaylon Robinson	001-112-535	5	\$773.00
			15154	24798	Uniform-New Hire Ken Stapleton	001-112-535	5	\$149.99
						001-112-535	5	\$18.00
						001-112-535	5	\$16.00
						001-112-535	5	\$209.97
						001-112-535	5	\$79.00
						001-112-535	5	\$79.95

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Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
						001-112-535	5	\$64.00
						001-112-535	5	\$45.00
						001-112-535	5	\$11.99
						001-112-535	5	\$39.95
						001-112-535	5	\$39.95
						001-112-535	5	\$12.99
						001-112-535	5	\$19.95
						001-112-535	5	\$9.99
						001-112-535	5	\$29.95
						001-112-535	5	\$34.99
						001-112-535	5	\$159.00
						001-112-535	5	\$49.99
						001-112-535	5	\$59.00
			15088	24786	Carrier for Conley	001-112-535	5	\$773.00
			15099	24787	Vest for Dragoo	001-112-535	5	\$773.00
			15260	24795	Reid-Polo Shirts	001-112-535	5	\$128.97
91713	7227	TRANSUNION RISK & ALTERNATIVE DATA SOLUTIONS, INC.		44081-202302-1	DATABASE SEARCH-02/01/2023-02/28/2023	001-112-600	5	\$75.00
91717	138	UNI SELECT USA	15309	343068416	Impact Wrench for the City Shop	001-112-550	5	\$206.87
			15332	343068965	Contour Premium/Unit 15-001	001-112-635	5	\$22.64
			15353	343069033	Blower Motor for Unit 20-006	001-112-635	5	\$53.06
Total For Department				001-112				\$46,144.71
Dept#	001-161							
91618	4919	BROADBAND VOICE, LLC		85328	FD1 PHONE-03/01/2023-	001-161-605	5	\$80.41



City of Brandon
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Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
91619	934	CAROLYN PALMER PETTY CASH		102484	03/31/2023 REIMBURSE PETTY CASH/SAM'S-CUPS FOR 1001 CLASS	001-161-550	5	\$35.48
91621	12555	CAVENDER STORES, LTD	15259	0185966-IN	REPLACEMENT WORK BOOTS/PLOTKIN	001-161-535	5	\$116.99
91623	389	CENTERPOINT ENERGY ENTEX		3194065-3 FEB 23	213 POINDEXTER ST-01/11 TO 02/10/2023	001-161-630	5	\$405.67
				10594862-4 FEB 23	147 KENNEDY FARM PKWY-01/11 TO 02/10/2023	001-161-630	5	\$607.45
				3133152-3 FEB 23	629 MARQUETTE RD-01/11 TO 02/10/2023	001-161-630	5	\$283.70
91632	4875	CONNOR CLAYTON		513788	EMT RECERTIFICATION APP FEE	001-161-685	5	\$25.00
91648	2245	ENTERGY		10017299842	FEB 2023- COLLECTIVE ENTERGY BILL	001-161-630	5	\$479.94
						001-161-630	5	\$5.55
						001-161-630	5	\$3.99
						001-161-630	5	\$3.99
						001-161-630	5	\$3.99
						001-161-630	5	\$42.11
						001-161-630	5	\$333.75
						001-161-630	5	\$43.49
						001-161-630	5	\$513.84
						001-161-630	5	\$57.31
91650	10205	FIRE EQUIPMENT SERVICE	15337	4149	SERVICE CALL- 1991 PIERCE	001-161-635	5	\$92.68
						001-161-635	5	\$8.80
						001-161-635	5	\$100.00



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Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
91651	860	FLEETCOR TECHNOLOGIES		NP63856809	FUEL FOR WEEK 02/13/2023- 02/19/2023	001-161-635 001-161-525	5 5	\$136.50 \$649.61
				NP63885935	FUEL FOR WEEK 02/20/2023- 02/26/2023	001-161-525	5	\$554.02
91657	575	HOME DEPOT CREDIT SERVICES	15184	5224836	COUPLINGS, DOWEL, 5 GAL HD JUGS & DEGREASER	001-161-550	5	\$98.84
				6224816	DECK SCREWS- AMP-SKYBOX 1	001-161-550	5	(\$2.04)
			15184	3224949	CONCRETE MIX AND PARTS TO BUILD PULL UP BAR FOR 1001 CLASS	001-161-637	5	\$75.27
91664	632	JON JOHANSON		542280	REIMBURSE EMT RECERT APP FEE	001-161-685	5	\$25.00
91668	1734	LANGFORD WATER ASSOCIATION, INC		1228-FEB 23	GRANTS FERRY RD & WARNER-01/07 TO 02/04/2023	001-161-630	5	\$24.00
91674	3957	MARK BYRON RUSSELL	15361	825	ANNUAL MAINT FOR JAWS UNITS	001-161-636	6	\$1,350.00
91675	4566	METRO BUILDING SERVICES, INC	14767	48432	HVAC EQUIPMENT SERVICE AGREEMENT (FY23)-B/A 10/17/2022	001-161-637	5	\$147.50
			14767	48431	HVAC EQUIPMENT SERVICE AGREEMENT (FY23)-B/A 10/17/2022	001-161-637	5	\$196.00
			14767	48430	HVAC EQUIPMENT SERVICE AGREEMENT	001-161-637	5	\$196.00



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					(FY23)-B/A 10/17/2022			
			14767	48437	HVAC EQUIPMENT SERVICE AGREEMENT (FY23)-B/A 10/17/2022	001-161-637	5	\$196.00
			14767	48429	HVAC EQUIPMENT SERVICE AGREEMENT (FY23)-B/A 10/17/2022	001-161-637	5	\$147.50
			14767	48428	HVAC EQUIPMENT SERVICE AGREEMENT (FY23)-B/A 10/17/2022	001-161-637	5	\$147.50
91676	776	MID SOUTH UNIFORM	14829	636779	UNIFORMS	001-161-535	5	\$24.95
						001-161-535	5	\$161.97
						001-161-535	5	\$49.00
			14829	636978	REPLACEMENT WORK BOOTS/CONNER CLAYTON	001-161-535	5	\$133.00
91679	3723	MOORE'S INSTALLATIONS LLC	15190	INV-02/28/2023	SPEAKER, HAND- HELD SIREN & LIGHTS/UNIT 1- CHEVY 2500	001-161-730	5	\$1,878.00
91686	931	O'REILLY AUTO PARTS	15313	1129-329660	FRONT AND REAR SHOCKS	001-161-635	5	\$129.32
						001-161-635	5	\$129.18
91688	985	POSTAGE BY PHONE		02/22/2023	POSTAGE FOR CITY HALL	001-161-691	5	\$3.20
91703	7693	SOUTHERN DUPLICATING OF CLARKSDALE, INC.	14458	AR165577	FD KYOCERA COPIER	001-161-640	5	\$129.94
						001-161-640	5	\$65.28
91704	1141	SOUTHERN PINE ELECTRIC		328904001 FEB	1058 STAR RD FS-	001-161-630	5	\$501.12

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				23	01/14 TO 02/14/2023			
				7351008 FEB 23	3090 HWY 18 BYPASS ER SIREN- 01/17 TO 02/15/2023	001-161-630	5	\$50.18
91707	3699	STAPLES CONTRACT & COMMERCIAL, INC	15209	3530795243	METALLIC RED CERTIFICATES	001-161-500	5	\$12.09
			15209	3530795244	RED VALUE CERTIFICATES	001-161-500	5	\$17.29
91708	1158	STATE FIRE ACADEMY	14528	29975	FIRE SERVICE INSTRUCTOR I & II- MCCLORA	001-161-685	6	\$600.00
91711	5591	SUNBELT FIRE, INC.		337653	BATTERY SWITCH FOR ENGINE 5-E- ONE	001-161-635	5	\$33.92
91714	3845	TRUSTMARK VISA - CAROLYN PALMER		01/17/2023	REBATE EARNED	001-161-685	5	(\$2.44)
91721	12920	WHEELER'S JANITORIAL SUPPLIES & EQUIPMENT INC	15273	11120	CLEANING & JANITORIAL SUPPLIES	001-161-510	5	\$149.00
						001-161-510	5	\$24.00
						001-161-510	5	\$24.00
						001-161-510	5	\$57.00
Total For Department				001-161				\$11,355.84
Dept#	001-180							
91651	860	FLEETCOR TECHNOLOGIES		NP63856809	FUEL FOR WEEK 02/13/2023- 02/19/2023	001-180-525	5	\$59.87
				NP63885935	FUEL FOR WEEK 02/20/2023- 02/26/2023	001-180-525	5	\$133.95
91660	623	JACKSON PAPER COMPANY	15322	1329132	Copy Paper	001-180-500	5	\$45.70
91687	3565	POLLCHAPS LLC	14828	17569	LINED WORK JACKETS	001-180-535	5	\$225.50



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91688	985	POSTAGE BY PHONE		02/22/2023	POSTAGE FOR CITY HALL	001-180-691	5	\$104.57
91696	1028	RANKIN COUNTY NEWS		240180	PH NOTICE-TEMP MORATORIUM OF RESIDENTIAL SUBDV DEVELOPMENT	001-180-615	5	\$121.56
91707	3699	STAPLES CONTRACT & COMMERCIAL, INC	15321	3531255187	Office Supplies	001-180-500	5	\$7.98
91715	12620	TRUSTMARK VISA - ANGELIA PRYOR		112-2640370-6441013	AMAZON-APPLE PENCIL FOR R BARNES IN COMM DEV	001-180-550	5	\$99.00
Total For Department				001-180				\$798.13

Dept#	001-201							
91603	12701	AJ CONSTRUCTION INC		1460	ASPHALT REPAIRS- ADCAMP PLANT WAS DOWN	001-201-637	5	\$428.12
				1498	ASPHALT REPAIRS	001-201-637	5	\$1,617.84
91605	10919	AMBIANCE LANDSCAPES, LLC		14418	COB BI-WEEKLY MAINT-WEEK OF 01/30/2023	001-201-604	5	\$1,983.19
91611	78	BAKER, DONELSON, BEARMAN,		9083313	GENERAL REP- EAST METRO CORRIDOR COMMISSION	001-201-712	5	\$405.00
91615	1873	BENCHMARK ENGINEERING		22774	TOPO AND BOUNDARY SURVEY OF ENTRANCE TO PECAN RIDGE SUBDV ON VALUE RD-PROJECT #2021-11	001-201-607	5	\$518.60
				22776	DRAINAGE IMP AT	001-201-607	5	\$410.00

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				22777	316 MARTIN RD DRAINAGE IMP AT 203 BROOKSTONE PL, CANNON RIDGE PART 5 (LOT 134)	001-201-607	5	\$410.00
				22779	HWY 80 INT IMP AT STONEGATE & WOODATE-MPO FUNDS-PROJECT 2021-19	001-201-703	5	\$4,850.00
				22780	2022 PARKING LOT AND STREET IMP/PROJECT 2022- 03	001-201-607	5	\$1,471.08
				22781	MARQUETTE ROAD MULTI USE PATH/PROJECT 2022-04	001-201-607	5	\$9,835.00
				22782	MULTI-USE TRAIL FROM DT BRANDON TO SHILOH PARK	001-201-607	5	\$3,960.00
				22791	REPL SIDEWALK/BRIDGE RAILING ON BRIDGES ALONG EASTGATE & THORNGATE DR	001-201-607	5	\$1,597.50
				22792	GRANTS FERRY PKWY MULTI USE PATH	001-201-607	5	\$2,960.00
				22793	LAYOUT OF PROCTOR CIRCLE ROW	001-201-607	5	\$1,520.00
				22794	DRIVEWAY- EASTWOOD & HWY 80 SURVEYED EXIST IMP-BELOW & ABOVE UTILITIES	001-201-607	5	\$165.00



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91625	1999	CINTAS CORPORATION NO 210		4146929868	UNIFORMS	001-201-535	5	\$9.20
						001-201-535	5	\$10.55
				4147625688	UNIFORMS	001-201-535	5	\$9.20
						001-201-535	5	\$10.66
						001-201-535	5	\$10.96
						001-201-535	5	\$10.55
91627	11985	CLEAR RIVER CONSTRUCTION COMPANY		02/28/2023 PR #9	HWY 80 MULTI-USE & SIDEWALK IMP-PAY REQUEST #9	001-201-703	5	\$38,012.94
91628	4106	CLEO MCKINION		218-503	ASPHALT REPAIRS- LABOR/EQUIP	001-201-726	5	\$4,662.50
				218-502	ASPHALT REPAIRS- LABOR/EQUIP	001-201-726	5	\$4,732.50
				218-501	ASPHALT REPAIRS- LABOR/EQUIP	001-201-726	5	\$1,980.00
				218-500	ASPHALT REPAIR- LABOR/EQUIP	001-201-726	5	\$3,955.00
				218-504	ASPHALT REPAIRS- LABOR/EQUIP	001-201-726	5	\$3,960.00
91638	339	DICKERSON & BOWEN, INC.		82809	ASPHALT REPAIRS (ADCAMP PLANT WAS DOWN)	001-201-637	5	\$1,461.92
91646	10421	DUNN UTILITY	15365	13022	36" RCP Storm Drain Pipe/Edgewater Branch Storm Drain Repair	001-201-637	5	\$2,930.00
			15365	13017	36" RCP Storm Drain Pipe/Edgewater Branch Storm Drain Repair	001-201-637	5	\$6,386.00
			15365	13010	36" RCP Storm Drain Pipe/Edgewater Branch Storm Drain Repair	001-201-637	5	\$6,386.00
91648	2245	ENTERGY		10017299842	FEB 2023-COLLECTIVE	001-201-630	5	\$25.94



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					ENTERGY BILL			
						001-201-630	5	\$26.81
						001-201-630	5	\$20.27
						001-201-630	5	\$236.03
						001-201-630	5	\$833.26
						001-201-630	5	\$50.85
						001-201-630	5	\$107.59
						001-201-630	5	\$27.66
						001-201-630	5	\$3.99
						001-201-630	5	\$32,181.89
						001-201-630	5	\$134.74
						001-201-630	5	\$37.30
						001-201-630	5	\$12.37
						001-201-630	5	\$221.03
						001-201-630	5	\$629.53
						001-201-630	5	\$109.25
						001-201-630	5	\$29.03
						001-201-630	5	\$48.74
						001-201-630	5	\$112.28
						001-201-630	5	\$127.03
						001-201-630	5	\$109.54
						001-201-630	5	\$119.35
						001-201-630	5	\$34.45
						001-201-630	5	\$131.99
						001-201-630	5	\$82.75
						001-201-630	5	\$97.96
						001-201-630	5	\$15.22
91651	860	FLEETCOR TECHNOLOGIES		NP63856809	FUEL FOR WEEK 02/13/2023- 02/19/2023	001-201-525	5	\$73.17
				NP63885935	FUEL FOR WEEK 02/20/2023-	001-201-525	5	\$71.36

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91654	11724	GOULD ENTERPRISES, LLC		INV-02/22/2023	02/26/2023 WATER, SEWER AND STORM DRAIN EMERGENCIES	001-201-637	5	\$3,460.50
				2270	ER STORM DRAIN REPLACEMENT NEAR 59 SAGEWOOD DR	001-201-637	5	\$16,241.42
91669	693	LEWIS ELECTRIC		M2023.24	SIGNAL REPAIR- INT OF HWY 18 & ORLEANS WAY	001-201-604	5	\$4,300.00
91672	2975	LYLE MACHINERY CO	15171	R39394	PC170LC-11 Excavator Rent- 01/31 To 02/27/2023	001-201-640	5	\$4,950.00
91704	1141	SOUTHERN PINE ELECTRIC		7351004 FEB 23	RED LIGHT-HWY 18 & STAR BRANDON RD-01/14 TO 02/14/2023	001-201-630	5	\$54.74
				7351017 FEB 23	HWY 18 RED LIGHT AT BHS-01/18 TO 02/16/2023	001-201-630	5	\$50.50
				7351019 JAN 23	RED LIGHT AT HWY 18-12/17/2022 TO 01/18/2023	001-201-630	5	\$50.80
				7351019 FEB 23	RED LIGHT AT HWY 18-01/18 TO 02/16/2023	001-201-630	5	\$50.39
				400037515 FEB 23	LOUIS WILSON DR TRAFFIC SIGNAL- 01/19 TO 02/16/2023	001-201-630	5	\$65.10
Total For Department				001-201				\$171,594.14
Dept#	001-220							
91616	12501	BRADY COMPANIES, LLC	15036	7788619	FRESHWAVE CUCUMBER	001-220-510	5	\$50.24



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91647	370	ELCON ELECTRICAL CO. INC.		49172	MELON ER CALL-KREWE DE ROUX FEST- TROUBLESHOOT TRIPPED BREAKER	001-220-648	5	\$500.00
91661	2791	JANI KING OF JACKSON	15319	JAC02230473	KDR-After Cook Off Clean	001-220-648	5	\$1,050.00
91666	11915	JOSHUA LANDRUM		BCH23	PIANO TUNING	001-220-600	5	\$160.00
91678	2168	MISS MISSISSIPPI CORPORATION		02/24/2023	MISS MISSISSIPPI PRINCESS BALL APPEARANCE	001-220-648	5	\$375.00
Total For Department				001-220				\$2,135.24
Dept#	001-340							
91615	1873	BENCHMARK ENGINEERING		22784	CONCRETE SIDEWALK IMP AT SHILOH BASEBALL FIELDS	001-340-607	5	\$7,000.00
91618	4919	BROADBAND VOICE, LLC		85330	AMP AND P&R PHONE-03/01/2023- 03/31/2023	001-340-605	5	\$186.64
91651	860	FLEETCOR TECHNOLOGIES		NP63856809	FUEL FOR WEEK 02/13/2023- 02/19/2023	001-340-525	5	\$181.11
				NP63885935	FUEL FOR WEEK 02/20/2023- 02/26/2023	001-340-525	5	\$222.02
91662	2743	JEFCOAT FENCE CO INC	15261	F11665	FENCE REPAIR	001-340-637	5	\$3,550.00
91663	3984	JEFF EVANS, INC.	14901	3676	Asbestos Abatement at Daily Made Donut Shop	001-340-604	5	\$1,900.00
91675	4566	METRO BUILDING SERVICES, INC	14767	48436	HVAC EQUIPMENT SERVICE AGREEMENT (FY23)-B/A	001-340-637	5	\$1,492.50



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			14767	48425	10/17/2022 HVAC EQUIPMENT SERVICE AGREEMENT (FY23)-B/A 10/17/2022	001-340-637	5	\$1,729.00
91688	985	POSTAGE BY PHONE		02/22/2023	POSTAGE FOR CITY HALL	001-340-691	5	\$10.29
Total For Department				001-340				\$16,271.56
Dept#	001-342							
91648	2245	ENTERGY		10017299842	FEB 2023- COLLECTIVE ENTERGY BILL	001-342-630	5	\$81.44
Total For Department				001-342				\$81.44
Dept#	001-350							
91616	12501	BRADY COMPANIES, LLC	15048	7863980	Janitorial and Cleaning Supplies	001-350-510	5	\$61.49
91618	4919	BROADBAND VOICE, LLC		85332	CITY HALL AND LIBRARY PHONE- 03/01/2023- 03/31/2023	001-350-605	5	\$697.10
91648	2245	ENTERGY		10017299842	FEB 2023- COLLECTIVE ENTERGY BILL	001-350-630	5	\$4,486.58
91649	786	EXELL/MS BOTTLE WATER		074953	WATER-LIBRARY ACCT #023270	001-350-640	5	\$25.89
			14453	076969	EQUIPMENT RENTAL-LIBRARY A#023270	001-350-640	5	\$11.00
91675	4566	METRO BUILDING SERVICES, INC	15194	48380	Replace Water	001-350-636	5	\$3,416.00



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			14767	48433	Regulator & BF Preventer HVAC EQUIPMENT SERVICE AGREEMENT (FY23)-B/A 10/17/2022	001-350-637	5	\$1,032.50
				48460	LIBRARY-SERVICE CALL-BOILER TRIPPING	001-350-636	5	\$672.75
		Total For Department		001-350				\$10,403.31
Dept#	001-351							
91607	11103	ARAMARK UNIFORM & CAREER APPAREL GROUP, INC		2780101267	MOPS FOR SENIOR CENTER AND CITY HALL	001-351-510	5	\$32.05
				2780103664	MOPS FOR SENIOR CENTER AND CITY HALL	001-351-510	5	\$26.22
		Total For Department		001-351				\$58.27
		Fund Total		001				\$439,178.59



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Dept#	004-500							
91604	10473	AMAZON	15300	1Y3C-J9G3-9PNH	VINTAGE ROCK BAND POSTER AND FORMAT FRAMES	004-500-550	5	\$227.23
91605	10919	AMBIANCE LANDSCAPES, LLC		14419	AMP-WINTER SERVICE-02/13/2023	004-500-600	5	\$1,250.08
				14423	AMP WINTER SERVICE-02/20/2023	004-500-600	5	\$1,250.08
91614	11419	Bell Media, LLC		094142	ONLINE SERVICES: SUPPORT/HOSTING- www.cityhallivems.com	004-500-600	5	\$25.00
91615	1873	BENCHMARK ENGINEERING		22785	SEALING OF JOINTS AT BRANDON AMP	004-500-607	5	\$640.00
91618	4919	BROADBAND VOICE, LLC		85330	AMP AND P&R PHONE-03/01/2023-03/31/2023	004-500-605	5	\$180.74
91625	1999	CINTAS CORPORATION NO 210		5145966493	AMP-SUPPLIES FOR FIRST AID KITS	004-500-550	6	\$979.53
91647	370	ELCON ELECTRICAL CO. INC.		49185	SERVICE CALL-REPAIR (3) STEP LIGHTS-AMP	004-500-636	5	\$249.40
				49244	DEMO DAMAGED HANDRAIL/REPAIR DAMAGED CONDUIT-AMP	004-500-637	6	\$469.83
91648	2245	ENTERGY		10017299842	FEB 2023-COLLECTIVE ENTERGY BILL	004-500-630	5	\$5,246.25
91649	786	EXELL/MS BOTTLE WATER	14452	077796	EQUIPMENT RENTAL-AMP	004-500-640	5	\$11.00

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91651	860	FLEETCOR TECHNOLOGIES		NP63856809	A#029737 FUEL FOR WEEK 02/13/2023- 02/19/2023	004-500-525	5	\$53.67
91653	144	GILMORE BROS BUILDING SUPPLY	15347	114429	Amphitheater-Hand Rail for Deck	004-500-637	5	\$13.60
						004-500-637	5	\$13.18
						004-500-637	5	\$5.99
			15120	114335	Materials for Deck at Amp	004-500-637	5	\$192.00
						004-500-637	5	\$2,412.68
						004-500-637	5	\$239.98
						004-500-637	5	\$7,100.66
						004-500-637	5	\$400.65
						004-500-637	5	\$675.00
						004-500-637	5	\$107.55
						004-500-637	5	\$52.06
						004-500-637	5	\$86.45
						004-500-637	5	\$92.60
						004-500-637	5	\$120.09
						004-500-637	5	\$328.41
						004-500-637	5	\$59.90
						004-500-637	5	\$13.44
91657	575	HOME DEPOT CREDIT SERVICES		6224816	DECK SCREWS- AMP-SKYBOX 1	004-500-637	5	\$77.94
91658	578	HOTEL & RESTAURANT SUPPLY	15276	3164718	(8) Hoshizaki Ice Machine Water Filters	004-500-636	5	\$965.44
91675	4566	METRO BUILDING SERVICES, INC	14767	48426	HVAC EQUIPMENT SERVICE AGREEMENT (FY23)-B/A 10/17/2022	004-500-637	5	\$806.25
			14767	48427	HVAC EQUIPMENT	004-500-637	5	\$2,340.00

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					SERVICE AGREEMENT (FY23)-B/A 10/17/2022			
91698	5874	RED MOUNTAIN ENTERTAINMENT, INC.	14674	03/01/2023	MAR 2023- CONSULTING FEES	004-500-600	5	\$15,000.00
91700	4270	SHILPAM INC.	15158	37959	AMP-Concession Menu Signs	004-500-620	6	\$4,453.37
91706	12748	SPORTS CONTRACTORS UNLIMITED LLC	14748	230202	Replace Broken Trench Darin Tiles	004-500-637	5	\$3,475.00
91715	12620	TRUSTMARK VISA - ANGELIA PRYOR	15295	9352423265	WRISTBANDS-AMP	004-500-550	5	\$861.44
91716	7534	TUCKER MARKETING GROUP	15101	15252	Custom Seat Covers Numbered	004-500-550	5	\$1,500.00
						004-500-550	5	\$206.07
Total For Department				004-500				\$52,182.56
Fund Total				004				\$52,182.56



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Dept#	100-000							
91626	8046	CITY OF PEARL		02/23/2023	REIMBURSE GARBAGE COLLECTION FEES-FEB 2023	100-000-290	5	\$37.54
Total For Department				100-000				\$37.54
Dept#	100-220							
91625	1999	CINTAS CORPORATION NO 210		4146929868	UNIFORMS	100-220-535	5	\$31.32
						100-220-535	5	\$8.65
				4147625688	UNIFORMS	100-220-535	5	\$1.50
						100-220-535	5	\$8.65
91636	10569	CROSS COUNTRY GROCERY, INC		02/17/2023	INMATE MEALS 02/17/2023	100-220-520	5	\$232.00
				02/24/2023	INMATE MEALS 02/24/2023	100-220-520	5	\$203.00
91637	311	DARRELL'S AUTO ELECTRIC	15252	99526	VIN #4366 2016 Chevy Sanitation Van-Replace Water Pump	100-220-635	5	\$849.27
91639	10568	DICKEY'S BARBECUE PIT		44444-444-95	INMATE MEALS 02/21/2023	100-220-520	5	\$330.00
				44445-444-95	INMATE MEALS 02/28/2023	100-220-520	5	\$320.00
91651	860	FLEETCOR TECHNOLOGIES		NP63856809	FUEL FOR WEEK 02/13/2023- 02/19/2023	100-220-525	5	\$193.45
				NP63885935	FUEL FOR WEEK 02/20/2023- 02/26/2023	100-220-525	5	\$144.55
91684	11299	MSLCP, LLC		402774	INMATE MEALS	100-220-520	5	\$217.53



City of Brandon
Check Register by Department for Checks Dated 3/6/2023

Check Run #: 12844

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
91693	2583	RAMEY'S			02/23/2023			
				000810083112	INMATE CUPS AND DRINKS-02/17/2023	100-220-520	5	\$16.68
				000810083458	INMATE DRESSINGS, PLATES, CUPS AND DRINKS-02/21/2023	100-220-520	5	\$78.09
				000810083532	INMATE CUPS AND DRINKS-02/22/2023	100-220-520	5	\$19.12
				000810083621	INMATE PLATES, CUPS AND DRINKS-02/23/2023	100-220-520	5	\$18.72
				000810083742	INMATE CUPS AND DRINKS-02/24/2023	100-220-520	5	\$19.12
				000810083968	INMATE MEALS, DRESSING, MUSTARD, CUPS, AND DRINKS 02/27/2023	100-220-520	5	\$321.83
				000810083973	INMATE TAKE OUT PLATES-02/27/2023	100-220-520	5	\$5.00
				000810084164	INMATE DRINKS AND CUPS-03/01/2023	100-220-520	5	\$22.00
				000810084073	INMATE DRINKS AND CUPS-02/28/2023	100-220-520	5	\$17.92
				000810084260	INMATE PLATES, CUPS AND DRINKS-03/02/2023	100-220-520	6	\$24.31
91702	1851	SONIC		CHK 204-02/22/2023	INMATE MEALS 02/22/2023	100-220-520	5	\$247.12
				CHK 211-03/01/2023	INMATE MEALS 03/01/2023	100-220-520	5	\$278.47
Total For Department				100-220				\$3,608.30



City of Brandon
Check Register by Department for Checks Dated 3/6/2023

Check Run #: 12844

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
				Fund Total	100			\$3,645.84



City of Brandon
Check Register by Department for Checks Dated 3/6/2023

Check Run #: 12844

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
Dept#	314-600							
91615	1873	BENCHMARK ENGINEERING		22778	CONST OBSERVATION FOR COLLEGE ST WATERLINE REPL/PROJECT 2021-22/ARPA	314-600-711	5	\$17,099.54
				22789	BURNHAM RD PROPOSED WATERLINE/PROJE CT 2023-05/ARPA FUNDS	314-600-713	5	\$9,137.50
				22790	LANCE/MARTIN/EA STHAVEN SEWER REHAB-PROJECT 2023-01/ARPA FUNDS	314-600-712	5	\$3,647.50
Total For Department				314-600				\$29,884.54
Fund Total				314				\$29,884.54



City of Brandon
Check Register by Department for Checks Dated 3/6/2023

Check Run #: 12844

Check Run #: 12844							ttrebotich	
Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	Acct Per.	Detail Amount
Dept#	400-450							
91682	792	MS DEVELOPMENT AUTHORITY	14454	03/2023	APR 2023-GMS 50717	400-450-892		\$4,047.07
91683	792	MS DEVELOPMENT AUTHORITY	14466	03/01/2023	APR 2023-GMS 50794 CAP LOAN #16-CP-01 LUCKNEY	400-450-892		\$1,818.39
						400-450-851		\$954.60
Total For Department				400-450		\$6,820.06		
Dept#	400-670							
91659	2567	INSURANCE MART		387248	SURETY BOND-MARY LISA GRAYER-02/21/2023-02/21/2024	400-670-601	5	\$175.00
91688	985	POSTAGE BY PHONE		02/22/2023	POSTAGE FOR CITY HALL	400-670-691	5	\$67.43
91690	5042	PROFESSIONAL MAIL SERVICES, INC.	14495	68295	FEB 2023-PROCESSING FEE FOR WATER BILLS-B/A 3/2015	400-670-620	5	\$933.49
91691	5042	PROFESSIONAL MAIL SERVICES, INC.	14464	68366	FEB 2023-WATER BILLING POSTAGE	400-670-691		\$4,400.00
91692	9654	PROTEL, INC	14567	230200873	Call Center Service-Acct #1364	400-670-600	5	\$3,069.54
91701	5241	SHRED-IT		8003439961	SHRED SERVICES-02/07/2023-PW AND CITY HALL	400-670-600	5	\$66.41
91704	1141	SOUTHERN PINE ELECTRIC		400028410 JAN 23	HEBRON HILL DR METER READING ANTENNA-12/17/2022 TO 03/03/2023	400-670-630	5	\$38.76



City of Brandon
Check Register by Department for Checks Dated 3/6/2023

Check Run #: 12844

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
					01/19/2023			
				400028410 FEB 23	HEBRON HILL DR METER READING ANTENNA-01/19 TO 02/18/2023	400-670-630	5	\$32.35
				Total For Department	400-670			\$8,782.98
Dept#	400-673							
91615	1873	BENCHMARK ENGINEERING		22771	GENERAL SERVICES-CITY OF BRANDON	400-673-607	5	\$1,750.00
				22773	WATERLINE RELOCATE/HWY 80 BRIDGE REPL OVER KCS RR NEAR VALUE RD	400-673-607	5	\$3,200.00
				22786	CHAMBER WATER WELL SITE MODIFICATIONS/R EHAB	400-673-607	5	\$225.00
				22787	NEW WATERLINE ALONG GFP FOR CORNERSTONE WELL AND TANK	400-673-607	5	\$3,560.00
				22788	NEW ELEVATED STORAGE TANK NEAR STRATFORD SUBDV (CORNERSTONE TANK)	400-673-607	5	\$480.00
				22772	NEW WATER WELL NEAR GFP/STRATFORD SUBDV-PROJECT 2021-03/SRLF & 592 GRANT	400-673-723	5	\$54,645.00



City of Brandon
Check Register by Department for Checks Dated 3/6/2023

Check Run #: 12844

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
91617	12628	BRIDGESTONE AMERICAS INC	15133	111607	VIN #5849 2007 Ford F350-Qty: 4 New Tires	400-673-540	5	\$740.36
91618	4919	BROADBAND VOICE, LLC		85329	CITY SHOP PHONE- 03/01/2023-03/31/2023	400-673-605	5	\$126.35
91620	201	CARR PLUMBING		S1864646.001	ER REPAIR 2" WATER LINE AT THE QUARRY	400-673-637	5	\$70.55
91625	1999	CINTAS CORPORATION NO 210		4146929868	UNIFORMS	400-673-535	5	\$12.95
						400-673-535	5	\$9.35
						400-673-535	5	\$11.30
						400-673-535	5	\$11.30
						400-673-535	5	\$10.64
						400-673-535	5	\$18.80
						400-673-535	5	\$8.99
						400-673-535	5	\$3.47
						400-673-535	5	\$10.62
						400-673-535	5	\$12.27
						400-673-535	5	\$152.45
						400-673-535	5	\$11.00
				4147625688	UNIFORMS	400-673-535	5	\$12.95
						400-673-535	5	\$9.35
						400-673-535	5	\$11.30
						400-673-535	5	\$11.30
						400-673-535	5	\$10.64
						400-673-535	5	\$14.23
						400-673-535	5	\$8.99
						400-673-535	5	\$3.47
						400-673-535	5	\$10.62
						400-673-535	5	\$12.27
						400-673-535	5	\$11.00



City of Brandon
Check Register by Department for Checks Dated 3/6/2023

Check Run #: 12844							ttrebotich	
Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	Acct Per.	Detail Amount
91631	12189	COMPLETE EXTERIORS LLC	15170	1855-1	Clean Gutters, Repair Downspouts- City Shop	400-673-637	5	\$690.00
91633	274	CONSOLIDATED PIPE & SUPPLY CO., INC.	15218	0430719-000-000	Stock at Shop	400-673-550	5	\$1,100.00
						400-673-550	5	\$576.00
						400-673-550	5	\$59.50
						400-673-550	5	\$165.00
91635	134	CORPORATE BILLING, LLC	15288	219111	VIN #5849 2007 Ford F350-Replace EGR Sensor and Oil Change	400-673-635	5	\$2,905.30
			15303	219219	VIN #5852 2007 Ford F350-Front End Repair	400-673-635	5	\$807.76
91648	2245	ENTERGY		10017299842	FEB 2023- COLLECTIVE ENTERGY BILL	400-673-630	5	\$734.09
						400-673-630	5	\$4,002.68
						400-673-630	5	\$3,781.71
						400-673-630	5	\$4,902.36
						400-673-630	5	\$182.83
						400-673-630	5	\$13.16
						400-673-630	5	\$882.27
						400-673-630	5	\$3,356.38
						400-673-630	5	\$27.66
						400-673-630	5	\$241.29
91649	786	EXELL/MS BOTTLE WATER		074965	WATER-SHOP ACCT #018566	400-673-640	5	\$15.94
			14451	076847	EQUIPMENT RENTAL-SHOP A#018566	400-673-640	5	\$11.00
91651	860	FLEETCOR TECHNOLOGIES		NP63856809	FUEL FOR WEEK 02/13/2023- 02/19/2023	400-673-525	5	\$926.56



City of Brandon
Check Register by Department for Checks Dated 3/6/2023

Check Run #: 12844

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
				NP63885935	FUEL FOR WEEK 02/20/2023- 02/26/2023	400-673-525	5	\$564.38
91654	11724	GOULD ENTERPRISES, LLC		2284	WATER VALVE MAINT PROJECT- B/A 04/04/2022	400-673-637	5	\$12,366.00
				2283	WATER VALVE MAINT PROJECT- B/A 04/04/2022	400-673-637	5	\$3,636.00
				INV-02/22/2023	WATER, SEWER AND STORM DRAIN EMERGENCIES	400-673-637	5	\$7,579.00
91655	497	GRAINGER, INC.	15254	9608249968	Stock at Shop-Dye Tablets and Wire Rope Slings	400-673-550	5	\$272.00
						400-673-550	5	\$47.84
91657	575	HOME DEPOT CREDIT SERVICES	15302	5224839	Items for Shop and Field Crew	400-673-550	5	\$11.98
						400-673-550	5	\$54.98
						400-673-550	5	\$44.98
						400-673-550	5	\$119.00
						400-673-550	5	\$22.97
						400-673-550	5	\$55.94
						400-673-550	5	\$327.00
						400-673-550	5	\$61.83
						400-673-550	5	\$148.80
91662	2743	JEFCOAT FENCE CO INC		AC36289	REPAIR GATE AT CAINE CIRCLE WELL	400-673-637	5	\$458.59
				AC36219	REPAIRS TO GATE AT CITY SHOP	400-673-637	5	\$226.00
91665	12917	JOSEPH MOAK TRUCKING	15253	COB-21223	Stock at Shop/Sand- 170 Tons	400-673-550	5	\$3,740.00
91672	2975	LYLE MACHINERY CO	15207	W17979	VIN #0259 210 Komatsu Trackhoe- Prev Maint-500 Hr	400-673-636	5	\$1,591.64

Report run by: ttrebotich

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03/03/2023



City of Brandon
Check Register by Department for Checks Dated 3/6/2023

Check Run #: 12844

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
91696	1028	RANKIN COUNTY NEWS		240177	Service BID ADV- WATERLINE RELOCATION AT HWY 80 & E VALUE RD	400-673-615	5	\$127.52
91719	4342	WARREN PAVING, INC	14648	72988	Stock at Shop/610 Slag-B/A 10/17/2022- State Contract #DFA75035-22/23	400-673-550	5	\$3,663.25
91722	12559	WICKER BROTHERS, INC.	15173	29377	VIN #0358 CAT 430E Backhoe- Repair Frame in 9 Locations	400-673-636	5	\$3,200.00
				Total For Department	400-673			\$128,887.71
Dept#	400-680							
91615	1873	BENCHMARK ENGINEERING		22775	GRANTS FERRY PKWY SEWER EXT/PROJECT 2021-21	400-680-607	5	\$3,551.57
				22783	REPL EXISTING FORCE MAIN HWY 18 NEAR HWY 468	400-680-607	5	\$7,910.00
91617	12628	BRIDGESTONE AMERICAS INC	15005	111060	VIN #4806 2020 Chevy Silverado 2500H-New Tires	400-680-540	5	\$1,116.88
91624	229	CENTRAL PIPE SUPPLY		S100325299.00 1	WO#46332- GRINDER PUMP REPAIR-1106 POINTE CV	400-680-636	5	\$87.90
91625	1999	CINTAS CORPORATION NO 210		4146929868	UNIFORMS	400-680-535	5	\$7.29
				4147625688	UNIFORMS	400-680-535	5	\$7.29
91648	2245	ENTERGY		10017299842	FEB 2023- COLLECTIVE	400-680-630	5	\$172.23



City of Brandon
Check Register by Department for Checks Dated 3/6/2023

Check Run #: 12844

Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	ttrebotich Acct Per.	Detail Amount
					ENTERGY BILL			
						400-680-630	5	\$11.87
						400-680-630	5	\$86.96
						400-680-630	5	\$44.72
						400-680-630	5	\$25.38
						400-680-630	5	\$13.72
						400-680-630	5	\$48.04
						400-680-630	5	\$760.26
						400-680-630	5	\$84.09
						400-680-630	5	\$172.90
						400-680-630	5	\$75.63
						400-680-630	5	\$12.34
						400-680-630	5	\$19.21
						400-680-630	5	\$17.80
						400-680-630	5	\$73.39
						400-680-630	5	\$13.83
						400-680-630	5	\$11.87
						400-680-630	5	\$57.92
91651	860	FLEETCOR TECHNOLOGIES		NP63856809	FUEL FOR WEEK 02/13/2023- 02/19/2023	400-680-525	5	\$439.68
				NP63885935	FUEL FOR WEEK 02/20/2023- 02/26/2023	400-680-525	5	\$149.86
91653	144	GILMORE BROS BUILDING SUPPLY		114393	WO#46402-ER 210 TOWN SQ GREEN FLORAL	400-680-637	5	\$90.31
				114477	WO#46402-210 TOWN SQUARE-ER SEWER REPAIR	400-680-637	5	\$80.09
91654	11724	GOULD ENTERPRISES, LLC		INV-02/22/2023	WATER, SEWER AND STORM DRAIN EMERGENCIES	400-680-637	5	\$1,522.50
91656	5991	HARVEY SERVICES INC		6005	WO#46361-127	400-680-636	5	\$510.00

Report run by: ttrebotich

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03/03/2023



City of Brandon
Check Register by Department for Checks Dated 3/6/2023

Check Run #: 12844						ttrebotich	Detail Amount
Check#	Vendor#	Vendor Name	PO#	Invoice#	Description	GL Acct#	
91657	575	HOME DEPOT CREDIT SERVICES		8224796	BLACKBRIDGE DR-GRINDER PUMP REPAIR ER-PUMP & DISCHARGE HOSE TO PUMP DOWN GRINDER PUMPS	400-680-550	\$129.61
91673	2999	MAGNOLIA PUMP & EQUIP INC	15286	3015-02/24/2023	Stock at Shop-GRINDER PUMPS	400-680-722	\$4,200.00
91696	1028	RANKIN COUNTY NEWS		240273	RFP/ENGINEERING SERVICES	400-680-615	\$34.68
91704	1141	SOUTHERN PINE ELECTRIC		7351018 FEB 23	109 MORGAN LN LS-01/14 TO 02/14/2023	400-680-630	\$63.97
				7351010 FEB 23	208 DUCLAIR CT LS-01/17 TO 02/15/2023	400-680-630	\$56.60
				7351009 FEB 23	136 PROVONCE PARK LS-01/18 TO 02/15/2023	400-680-630	\$145.18
				7351021 JAN 23	HWY 18 SEWER LS-12/17/2022 TO 01/18/2023	400-680-630	\$63.97
				7351021 FEB 23	HWY 18 SEWER LS-01/18 TO 02/16/2023	400-680-630	\$65.00
				7351013 JAN 23	140 GRANDEUR DR LS-12/17/2022 TO 01/18/2023	400-680-630	\$42.00
				7351013 FEB 23	140 GRANDEUR DR LS-01/18 TO 02/16/2023	400-680-630	\$42.00
Total For Department				400-680			\$22,018.54



City of Brandon
Check Register by Department for Checks Dated 3/6/2023

Check Run #: 12844

Check# Vendor# Vendor Name

PO#

Invoice#

Description

GL Acct#

ttrebotich
Acct Per.

Detail Amount

Fund Total

400

\$166,509.29

Grand Total

\$691,400.82



City of Brandon

Manual Check Batch #: 5400

Fiscal Year 2022 - 2023 5 - Feb

Vendor #	Name	PO #	Invoice #	Inv Date	Due Date	Invoice Amount		Sequence #
GL Account #	Account Description	Tax	1099	Sales Tax Amount	Liq. Amount	Detail Amount	Detail Description	
Check # 2127	Check Date: 2/21/2023							
8158	REGIONS-AMPHITHEATER SOCIAL MEDIA CREDIT CARD		221231	2/21/2023	2/21/2023	\$1,029.21	100	
004-500-615	ADVERTISING	N				\$0.00	\$1,029.21	Social Media Advertising
Invoice Total						\$0.00	\$1,029.21	
Total for Check # 2127						\$0.00	\$1,029.21	
Total for fund			004			\$0.00	\$1,029.21	
Total for batch			5400			\$0.00	\$1,029.21	

3/6/2023

Invoice Date	Date Released	Check Seq. #	Invoice Amount	Disbursed Amount	Expenditure Description
2/13/2023	2/23/2023	22341	\$6.00	\$6.00	Rx benefits
2/17/2023	2/23/2023	22342	\$22,466.76	\$22,466.76	HUB Admin
2/22/2023	2/23/2023	22343	\$15,129.18	\$15,129.18	Rx benefits
2/23/2023	2/23/2023	22344-22384	\$50,204.14	\$50,204.14	Medical claims
			\$87,806.08	\$87,806.08	

\$	501,029.99
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Memo

To: Mayor and Board of Aldermen

From: Niki Jobe

Date: 2/24/2023

Re: Request for Approval of February 2023 Electronic Fund Transfers

	<u>Date</u>	<u>Amount</u>
February 2023 Deferred Compensation Transfer	<u>2/10/2023</u>	<u>\$2,192.50</u>
	<u>2/24/2023</u>	<u>\$2,172.50</u>
February 2023 Retirement Transfer	<u>2/24/2023</u>	<u>\$148,541.91</u>
February 2023 Federal Tax Transfers	<u>2/10/2023</u>	<u>\$64,602.10</u>
	<u>2/24/2023</u>	<u>\$66,619.50</u>
February 2023 MS State Tax Commission	<u>2/24/2023</u>	<u>\$14,821.00</u>



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: CARLEY KEYES
DATE: 03/02/2023
SUBJECT: JUBILEE JUKE 5K

Approval to enter a contract with Mississippi Race Timing for the Jubilee Juke 5K Trail Run on April 29th.

ATTACHMENTS:

1. Contract
2. Estimate

MS RACE TIMING & MANAGEMENT, LLC SERVICE CONTRACT

EVENT NAME: Brandon Jubilee 5K

EVENT DATE: April 29, 2023

EVENT TIME: 8:00 AM

This Race Timing Contract (the "Contract"), is made and entered effective as of the 28th day of February, 2023 by and between MS Race Timing, LLC, a Mississippi limited liability company (the "Contractor"), and the City of Brandon (the "Company"). Company and Contractor are sometimes referred to collectively herein as (the "Parties").

RECITALS

WHEREAS, the Contractor is engaged in the business of providing race timing services; and

WHEREAS, the Company desires to hire Contractor to perform race timing services for the Company; and,

WHEREAS, it is the intent of the Parties to this Agreement that the Contractor conduct such activities as an Independent Contractor and **not** as an employee of the Company and enter into the Agreement as set forth below.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual promises herein made, and in consideration of the representations, warranties, and covenants herein contained, the Parties agree as follows.

1. Relationship of the Parties. The relationship of Contractor and Company shall be solely that of Independent Contractor and nothing contained herein shall be construed to create, in any manner whatsoever, any relationship other than an independent contractor including, without limitation, employer/employee, principal/agent or otherwise. The Parties understand and agree that each is independent of the other and that each party represents and operates its own respective business, that neither party shall be considered to be an agent, master, servant, employee or representative of the other for any purpose whatsoever, and that neither party has any authority to enter into any contract, assume any obligations, make any representations or warranties on behalf of the other. Contractor hereby represents and covenants that it shall not act, commit any act, or omit to commit any act in any manner so as to obligate or be binding upon Company, its managers, members and/or other authorized agents or anyone in privity therewith without the prior written consent of Company. Contractor also hereby covenants and agrees that it shall not represent to any third party that it is an employee, manager, officer, director, agent, member, principal, partner, representative, joint venture, or the like of Company.

Contractor represents to Company it is entering into this Contract voluntarily and willingly, that Contractor has sources of revenue other than for Company and has economic opportunities and endeavors other than this Contract and that it is not to any degree economically dependent on Company.

Contractor and Company acknowledge that the Contractor shall not be subject to the provisions of any personal policy or rules and regulations applicable to employees as the Contractor shall fulfill its responsibility independent of and without supervisory control by the Company.

2. Scope and Performance of Services. From time to time and on mutually agreeable times Company will hire Contractor to perform certain services for Company. The services will be mutually agreed upon at the time Contractor is to perform services for Company. The scope of the work for which Contractor has been retained under this Contract is described within the Specifications on Exhibit "A" attached hereto and made a part hereof. The services and/or equipment rendered and/ or provided are specified in the Supplemental Agreement. The services and/or equipment rendered and/or provided are defined in Exhibit "A".

3. Best Efforts of Contractor. Contractor agrees that it will at all times faithfully, industriously, and to the best of its ability, experience, and talents, perform all of the duties that are mutually agreed upon.

4. Completion Date. The work to be performed pursuant to the terms of this Contract by the Contractor shall be completed on or before the end of April 29, 2023, unless extended by mutual agreement of the Parties.

5. Duties of Company. The Contractor relies on the Company to provide volunteers to assist the Contractor in performing essential event duties. The Company shall provide and make available for use to the Contractor, services, and equipment to be used at the discretion of the Contractor. The Contractor is **not** responsible for providing and purchasing these volunteers, services, and equipment. These services and equipment include, but are not limited to, the following: Pre-register participants Excel file, entry forms, pens, tables, coolers, race packet preparation, food, traffic cones, awards, aid station items (cups, water, ice, etc.), t-shirts, and other items specified in the checklist. MS Race Timing, LLC, is responsible **only** for providing its services to manage the equipment and resources provided by the Company which are specified in this Contract. The Company is responsible for all permits, law enforcement escorts, traffic control, event liability insurance, and participant safety. The Company is responsible for collecting all registration forms and maintaining these records.

(a) Other services: MS Race Timing will provide a mentor and biweekly meeting (every other week) in person or by phone for the Company if requested by company.

6. Compensation. Contractor shall be paid the amount reflected on Estimate number: 2023-33 (attached) payable as follows: **on or within 5 business days after race.** Should Contractor establish another method of compensation for a particular job, then at the time that

services are to be rendered, Company and Contractor shall mutually agree in writing upon flat fee or other payment rate and timing of payment of compensation.

- (a) Itemized Compensation: Company shall select from the services listed in Exhibit “A” attached hereto, to determine the services to be provided by the Contractor to the Company for purposes of determining the total compensation to be paid to Contractor and as reflected on Estimate #2023-33 which is attached to this Contract.

7. Deposit. A non-refundable deposit in the amount of n/a shall be paid by the Company to the Contractor by n/a.

9. Late Payment Penalty. Compensation required to be paid to the Contractor pursuant to the terms and conditions set forth in Paragraph 6, shall be subject to a late payment penalty of \$50.00 per day and/or a late payment penalty as specified in the invoice.

10. Indemnity. Contractor will protect, defend, indemnify and hold harmless Company with respect to any losses, claims, damages, liabilities or related expenses (including, but not limited to, reasonable attorney's fees and expenses) to which Company, its managers, members and/or other authorized agents may become subject as a result of: (i) the breach of this Agreement, and (ii) any third party claim or claims made or threatened against Company arising out of any loss, injury or damage due to an act or omission of Contractor. Likewise, the Company will protect, defend, indemnify and hold harmless Contractor with respect to any losses, claims, damages, liabilities or related expenses (including, but not limited to, reasonable attorney's fees and expenses) to which Contractor, its managers, members and/or other authorized agents may become subject as a result of: (i) the breach of this Agreement, and (ii) any third party claim or claims made or threatened against Contractor arising out of any loss, injury or damage due to an act or omission of Company.

11. Assignment. This Agreement may be assigned by Company to a related entity or a successor organization, and may not be assigned by Contractor, in whole or part, without the express written consent of Company.

12. Governing Law. It is the intention of the parties hereto that this Agreement and the performance hereunder and all suits and special proceedings hereunder be construed in accordance with and under and pursuant to the laws of the State of Mississippi and that in any action, special proceeding or other proceeding that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of Mississippi shall be applicable and shall govern to the exclusion of the law of any other forum, without regard to the jurisdiction in which any action or special proceeding may be instituted.

13. Severability. It is agreed that if any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be declared void or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be valid and be enforced to the fullest extent permitted by law, and the term or provision declared void or unenforceable shall be reformed and modified by the court so as to be enforceable. It is further agreed that this Agreement shall not diminish or otherwise impair any rights, remedies, or causes of action to which Contractor is entitled.

14. Entire Agreement. This Contract, including all exhibits attached hereto, constitutes the entire agreement between the Parties and there are no terms other than contained herein. No amendment, modification or termination hereof shall be deemed valid unless in writing and signed by the Parties hereto.

15. Modification. No waiver or modification of this Contract or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith; and the Parties further agree that the provisions of this Section may not be waived except as herein set forth.

16. Binding Effect. The provisions of this Contract shall be binding upon, inure to the benefit of, and apply to the respective heirs, executors, administrators, successors, personal representatives.

17. Descriptive Headings. The headings in this Contract are inserted for convenience and identification only and are in no way intended to describe, interpret, define or limit the size, extent or intent of this Agreement or any provision hereof.

18. Incorporation of Exhibits. The Exhibits identified in this Contract are incorporated herein by reference and made a part hereof.

19. Race Reschedule: If race is rescheduled, a fee of \$200 will be applied to the Race Estimate.

IN WITNESS WHEREOF, the Parties have executed this Contract on the 28th day of February 2023.

CONTRACTOR:

MS Race Timing & Management, LLC

By: s/ Michael E. Crandall

Michael Crandall

Manager

COMPANY:

By: _____

Name: _____

Its: _____

EXHIBIT “A”

Definitions of SERVICES that may or may not be provided CONTRACTOR.

Note: The supplemental agreement specifics the services selected by the company and provide by the Contractor.

1. Basic Race Timing Services. Race timing services include race clock set-up, race timing results, awards results, and race results listed on www.msracetiming.com.
2. Basic Service. Race timing services includes race registration review and preparation, on-line registration setup, bib numbers, bib number labels, safety pins, race clock set-up, manual (non-chip) race timing, awards results, finish line video surveillance, Preparation of race day registration Excel file, finish chute setup, and a race webpage listing on www.msracetiming.com.
3. Race results. All races results include an overall listing and awards listing. Race results are only as accurate as the information provided by the Company and the participants. The Contractor cannot control some aspects of the results and related accuracy thereof. Hence, the Contractor is not responsible for these timing errors.
4. Race Registration review and preparation. The Contractor shall prepare a registration form for the Company. The Company will review the conditions in the registration form and the Contractor will submit a finalized form to the Contractor.
5. On-line registration Setup. The Contractor shall setup on-line registration on an online service selected by the Contractor via raceroster.com.
6. Bib numbers and labels. Chips and Bib numbers (unless custom) are provided and prepared for packet assembly 1 day prior to race day.
7. Safety pins. An adequate number of safety pins will be provided at the request of the Company.
8. Race clock set-up. The Contractor shall provide one (1) race clock at the finish line for participants to view their finish time.
9. Finish Chute Setup. The finish line is setup with scaffolding or inflatable finish gantry over the finish line, a clock, streamers parallel affixed to traffic cones, and/or stanchion traffic cone toppers.
10. Race timing and awards results. The Contractor shall provide timing results and awards results to the Company. The results will be posted on www.msracetiming.com and a copy will be provided to the Company.
11. Race management and consulting. The Contractor shall provide one mentor to consult with and answer questions leading up to race day. Mentor will meet with race director in person or by phone weekly to be sure that recommended race timeline is on tract.
12. Chip Race Timing. The Contractor shall provide RFID “chip” timing to produce race results.
13. Other services: Other services will be specified in writing.

The agreed services to be provided by the Contractor to the Company are only those listed in this Exhibit “A” attached to this Contract. The Parties hereby acknowledge and agree to the terms and services herein set forth as evidenced by their signatures below:

s/ Michael E. Crandall

Michael E. Crandall

****Contractor agrees to perform the activities/duties that are agreed upon in Estimate #2023-33 pursuant to the definitions of this Contract and payment amount specified herein****

Contractor Duties Definitions: The Contractor defines the duties performed for the Company and shall inform the Company in writing within one (1) business day of any changes to these definitions. These duties are specified by the estimate and/or invoice. The estimate and/or invoice shall serve as a summary of work. The Company shall inform the Contractor, in writing, if any of the definitions and services in this Agreement are not clearly understood by the Company. **

**SUPPLEMENTAL AGREEMENT
SERVICES TO BE PROVIDED BY CONTRACTOR**

1. Basic Race Timing Services.
2. Basic Service including mentor.
3. Race results.
4. On-line registration Setup.
5. Bib numbers and labels.
6. Safety pins.
7. Race clock set-up.
8. Finish Chute Setup.
9. Race timing and awards results.
10. The aforementioned items in this supplemental agreement have been selected by the Employer.
The Contractor's primary service is race timing.
11. Custom bib numbers are **NOT** provided unless requested. Generic bib numbers and/or readily available bib numbers are the only intended bib numbers provided.
12. Traffic control products and services are **NOT** provided unless requested.
13. Contacting of all local, state, and federal governmental interactions, meetings, and permitting are **NOT** the responsibility of the Contractor. The Company is responsible for attending all meetings, permits, and participant safety.
14. The Contractor is **NOT** responsible for participants or the race organizers providing information that is not correct and/or should have been updated by notifying the Contractor.
15. The Contractor is **NOT** responsible for announcing the awards.

MS Race Timing & Management, LLC

Race Timing and Management Services

ESTIMATE

508 Winter Oak Cove
Madison, MS 39110

Prepared For: City of Brandon
Brandon, MS

Quote No.: 2023-33

Race Name: Brandon Jubilee 5K
Date: April 29, 2023

Qauntity	Services	Unit Price	Total
	Chip Timing Service - up to 200 participants *	850.00	850.00
	Per participant over 200	2.50	0.00
	Includes:		
	• Finish Gantry		
	• Start Line / Finish Chute		
	• Generic Bibs and safety pins		
	• Sound System		
	• Race Registration Assistance as needed		
	• Course Layout Assistance as needed		
	• Posting of Race Results at www.msracetiming.com		
	• Posting of Race Pictures		
	• Assistance with Race Promotion		
	• Finisher Results Display		
	• Participant instant text finisher results		
Qauntity	Optional Services Offered:	Unit Price	Total
	Finisher labels	50.00	0.00
	Custom Race bibs	0.75	0.00
	Water stations per 200 participants (coolers, water, cups)	50.00	0.00
	Course set up cones Directional signs Mile Markers	TBD	
Estimate not including Per Participant over 200 total or Optional Services		Total	850.00

Thank you for allowing us to provide you a quote for your race!
Please contact us if you have any questions.

Mike Crandall 601-953-1817 | Susan Crandall 601-832-6585
info@msracetiming.com www.msracetiming.com



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: CHARLES SMITH
DATE: 02/28/2023
SUBJECT: GOULD ENTERPRISES

Asking for your consideration to approve the following repairs by Gould Enterprises per professional services pricing and authorize payments of the same. These repairs and work were necessary as they were water, sewer and storm drain emergencies that affected the services provided to customers or posed a health and safety risk to person and/or property.

Please see the attached document for the full listing of repairs invoiced.

ATTACHMENTS:

1. Gould Enterprises 022223 invoices

Gould Enterprises
 Invoice Date: 2/22/2023
 Board Agenda: 3/6/2023

Description	Invoice \$	G/L Code
2/6/23, 2/9/23, 2/10/23 & 2/15/23 Sinkhole Repairs or determining scope of work needed <i>1202 Charles Place, 104 Crimson Lane, 300 East Jasper Street, 132 West Legacy Drive & 230 Penny Lane</i>	\$ 1,711.50	001-201-637
2/8/23, 2/9/23 & 2/10/23 Storm Drain repairs or determining scope of work needed <i>Near 124 Overby Street, 215 Pine Circle & 501 Assurance Circle</i>	\$ 1,749.00	001-201-637
2/7/23 & 2/14/23 assisted with water leak repairs <i>19 Pebble Hill Drive & 43 Woodgate Drive</i>	\$ 7,579.00	400-673-637
2/16/23 locating sewer line for repairs at 210 Town Square (Green Floral)	\$ 1,522.50	400-680-637

TOTAL: \$ 12,562.00

\$ 3,460.50 001-201-637
 \$ 7,579.00 400-673-637
 \$ 1,522.50 400-680-637



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN

FROM: CHARLES SMITH, PUBLIC WORKS DIRECTOR
CARLY DEARMAN, PUBLIC WORKS COORDINATOR

BOARD AGENDA: MARCH 6, 2023

SUBJECT: EMERGENCY STORM DRAIN REPLACEMENT
NEAR 59 SAGEWOOD DRIVE
APPROVAL OF INVOICES FOR REPAIRS

Asking for your consideration to approve the invoices as listed below for the emergency storm drain replacement near 59 Sagewood Drive and authorize payment of same for any unpaid invoices.

- Gould Enterprises – invoice #2270 - \$16,241.42
- Cleo's Asphalt Paving, Inc. – invoice #218-499 – PAID - \$990.00 (Sagewood Drive repair portion)
- Dickerson & Bowen – invoice #82809 – PAID - \$459.00 (Sagewood Drive repair portion)
- Dunn Utility – invoice #12711 – PAID - \$2,210.00
- Gilmore Brothers – invoice #113391 – PAID - \$229.95
- Gilmore Brothers – invoice #113392 – PAID - \$33.75 (Sagewood Drive repair portion)
- Southern Pipe & Supply Company – PO# 15301 – Quote amount – \$549.57 (has not been invoiced)

The emergency storm drain replacement near 59 Sagewood Drive will total \$20,713.69 in costs upon processing of all invoices.

On February 6, 2023, the Board declared this storm drain replacement an emergency. A sinkhole was discovered at the storm drain inlet near 59 Sagewood Drive. Upon further inspection, it was determined that the existing galvanized storm drain pipe that runs underneath Sagewood Drive from inlet to inlet was failing and was posing an immediate danger to the general public. The existing storm drain pipe was rusted along the bottom and sides causing structural deficiencies underneath the roadway and insufficient drainage.

Thank you for your consideration in this matter. Please let us know if you have any questions.

ATTACHMENTS:



- Gould Enterprises – invoice #2270 - \$16,241.42
- Cleo's Asphalt Paving, Inc. – invoice #218-499 –\$990.00 (Sagewood Drive repair portion)
- Dickerson & Bowen – invoice #82809 – PAID - \$459.00 (Sagewood Drive repair portion)
- Dunn Utility – invoice #12711 - \$2,210.00
- Gilmore Brothers – invoice #113391 - \$229.95
- Gilmore Brothers – invoice #113392 - \$33.75 (Sagewood Drive repair portion)
- Southern Pipe & Supply Company – PO# 15301 – Quote amount – \$549.57 (has not been invoiced)

Gould Enterprises, LLC**Construction Services Invoice****Invoice #** 2270**Date:** 2-7-2023**Project Address:** 59 Sagewood**Project Description:** see daily reports**Work Order #** 46037**PO#** _____

Description	Unit	Unit Price	Hours Worked	Total Cost
Foreman	HR	\$90.00	42	\$ 3780
Pipe Layer	HR	\$37.00		
Laborer	HR	\$31.50	124	\$ 3906
Mini Excavator and Operator KX71-3	HR	\$94.50		
Mini Excavator and Operator U48-5	HR	\$135.00	19	\$ 2565
Vacuum Excavator and Operator	HR	\$90.00	19	\$ 1710
Pickup Truck	HR	\$30.00	74	\$ 2220
Dump Bed 1Ton Truck	HR	\$48.00	29	\$ 1392
Tractor w/ Implements and Operator	HR	\$70.00	9	\$ 630
Materials Cost / Tools	HR	\$10.00		\$ 38.42
Invoice Totals	HR			\$16,241.42

Signature: S Gould

DAILY FIELD REPORT
GOULD ENTERPRISES, LLC
UTILITY MAINTENANCE CONTRACTORS
210 BLACKBRIDGE DRIVE, BRANDON MS 39042
PH: 601.955.7985

JOB NAME:	SINK HOLE	WORK ORDER:	46037	DATE:	1-25-23
ADDRESS:	59 SAGEWOOD DR.				

[illegible]

WORKERS	HRS	EQUIPMENT	HRS
KORY GOULD		HALF-TON PICKUP	3
CHRIS MCCLENDON		FORD F250	
KEVIN SMITH	3	FORD F350	3
ERIC TUCKER	3	RAM 3500	
DYLAN ROSS		L47 TRACTOR	
ANTRELL JOHNSON		KX 71-3 EX	
FREDERICK THURMAN		U 48-5 EX	3
		VACTRON	
		TOOLS	

DAILY FIELD REPORT
GOULD ENTERPRISES, LLC
UTILITY MAINTENANCE CONTRACTORS
 210 BLACKBRIDGE DRIVE, BRANDON MS 39042
 PH: 601.955.7985

JOB NAME: Sinkhole Repair	WORK ORDER: 46037	DATE: 1-20-23
ADDRESS: 59 Sagewood Dr		

WORK DESCRIPTION / ACCOMPLISHED:
Check sinkhole and found out the road was caving in due its culvert was rottened out at the bottom Notified PW-1 Charles Smith.

WORKERS	HRS	EQUIPMENT	HRS
KORY GOULD		HALF-TON PICKUP	2
CHRIS MCCLENDON	2	FORD F250	2
KEVIN SMITH	2	FORD F350	
ERIC TUCKER	2	RAM 3500	
DYLAN ROSS	2	L47 TRACTOR	
ANTRELL JOHNSON	2	KX 71-3 EX	
		U 48-5 EX	
		VACTRON	2
		TOOLS	

DAILY FIELD REPORT
GOULD ENTERPRISES, LLC
UTILITY MAINTENANCE CONTRACTORS
210 BLACKBRIDGE DRIVE, BRANDON MS 39042
PH: 601.955.7985

JOB NAME: Sinkhole (Saw Cutting)	WORK ORDER: 46037	DATE: 1-23-23
ADDRESS: 59 Sagewood Dr		

WORK DESCRIPTION / ACCOMPLISHED:

We saw cutting the road. Put up barricade around where the road was coming in.

WORKERS	HRS	EQUIPMENT	HRS
KORY GOULD		HALF-TON PICKUP	4
CHRIS MCCLENDON	4	FORD F250	4
KEVIN SMITH	4	FORD F350	
ERIC TUCKER	4	RAM 3500	
DYLAN ROSS	4	L47 TRACTOR	
ANTRELL JOHNSON	4	KX 71-3 EX	
		U 48-5 EX	4
		VACTRON	
		TOOLS	

DAILY FIELD REPORT
GOULD ENTERPRISES, LLC
UTILITY MAINTENANCE CONTRACTORS
 210 BLACKBRIDGE DRIVE, BRANDON MS 39042
 PH: 601.955.7985

JOB NAME: Sunkhole WORK ORDER: 46037 DATE: 1-26-23
 ADDRESS: 59 Sogewood Dr

WORK DESCRIPTION / ACCOMPLISHED:

Being excavating removing old culvert.
 Started laying new culvert and bedding it
 with crushed concrete. Used wacker packer to
 pack the rock.

WORKERS	HRS	EQUIPMENT	HRS
KORY GOULD		HALF-TON PICKUP	
CHRIS MCCLENDON	9	(2)	9 each
KEVIN SMITH	9	FORD F250	9
ERIC TUCKER	9	FORD F350	9
DYLAN ROSS	9	RAM 3500	9
ANTRELL JOHNSON	9	L47 TRACTOR	9
		KX 71-3 EX	
		U 48-5 EX	9
		VACTRON	9
		TOOLS	

DAILY FIELD REPORT
GOULD ENTERPRISES,LLC
UTILITY MAINTENANCE CONTRACTORS
210 BLACKBRIDGE DRIVE, BRANDON MS 39042
PH: 601.955.7985

JOB NAME: Culvert Replacement	WORK ORDER: 46073	DATE: 1-30-28
ADDRESS: 59 Sagemood Dr		

WORK DESCRIPTION / ACCOMPLISHED:

Set form for concrete curb

WORKERS	HRS	EQUIPMENT	HRS
KORY GOULD		HALF-TON PICKUP	3
CHRIS MCCLENDON	3	FORD F250	
KEVIN SMITH	3	FORD F350	3
ERIC TUCKER	3	RAM 3500	
DYLAN ROSS		L47 TRACTOR	
ANTRELL JOHNSON		KX 71-3 EX	
Earl Hester	3	U 48-5 EX	
		VACTRON	
		TOOLS	

DAILY FIELD REPORT
GOULD ENTERPRISES, LLC
UTILITY MAINTENANCE CONTRACTORS
210 BLACKBRIDGE DRIVE, BRANDON MS 39042
PH: 601.955.7985

JOB NAME: <u>Sunkhole</u>	WORK ORDER: <u>46073</u>	DATE: <u>1-27-23</u>
ADDRESS: <u>59 Sagewood Dr</u>		

WORK DESCRIPTION / ACCOMPLISHED:

Poured concrete bottom in box inlet
boxes.

WORKERS	HRS	EQUIPMENT	HRS
KORY GOULD		HALF-TON PICKUP	3
CHRIS MCCLENDON	3	FORD F250	3
KEVIN SMITH	3	FORD F350	3
ERIC TUCKER		RAM 3500	
DYLAN ROSS	3	L47 TRACTOR	
ANTRELL JOHNSON	3	KX 71-3 EX	
Ean Luster		U 48-5 EX	3
		VACTRON	3
		TOOLS	

DAILY FIELD REPORT
GOULD ENTERPRISES,LLC
UTILITY MAINTENANCE CONTRACTORS
210 BLACKBRIDGE DRIVE, BRANDON MS 39042
PH: 601.955.7985

JOB NAME:	Culvert Replacement	WORK ORDER:	46073	DATE:	1-29-23
ADDRESS:	59 Sagewood Dr				

WORK DESCRIPTION / ACCOMPLISHED:

Rebuilt inlet and set frame. Regrout the inside

WORKERS	HRS	EQUIPMENT	HRS
KORY GOULD		HALF-TON PICKUP	7
CHRIS MCCLENDON	7	FORD F250	5
KEVIN SMITH	7	FORD F350	2
ERIC TUCKER	7	RAM 3500	
DYLAN ROSS		L47 TRACTOR	
ANTRELL JOHNSON		KX 71-3 EX	
Ean Lister	7	U 48-5 EX	
		VACTRON	5
		TOOLS	

DAILY FIELD REPORT
GOULD ENTERPRISES,LLC
UTILITY MAINTENANCE CONTRACTORS
210 BLACKBRIDGE DRIVE, BRANDON MS 39042
PH: 601.955.7985

JOB NAME:	Sinkhole	WORK ORDER:	46073	DATE:	2-3-23
ADDRESS:	59 Sagemood				

WORK DESCRIPTION / ACCOMPLISHED:

Poured both curves on the inlet

WORKERS	HRS	EQUIPMENT	HRS
KORY GOULD		HALF-TON PICKUP	7
CHRIS MCCLENDON		FORD F250	
KEVIN SMITH	7	FORD F350	
ERIC TUCKER	7	RAM 3500	
DYLAN ROSS		L47 TRACTOR	
ANTRELL JOHNSON		KX 71-3 EX	
Ean Custer	7	U 48-5 EX	
		VACTRON	
		TOOLS	

59 Sagewood

59 Sagewood

GILMORE BROS. BLDG. SUPPLY INC
800 OLD HWY 471
BRANDON, MS 39042
601-825-6292
601-825-8997

GILMORE BROS. BLDG. SUPPLY INC
800 OLD HWY 471
BRANDON, MS 39042
601-825-6292
601-825-8997

Sales Receipt

Invoice#: 113506
Date: 1/31/2023 Time: 7:40:49 AM
Cashier: reg2 Register #: 2

Item	Description	Amount
268P1	2X6-8' #1 S4S SYP	\$5.95
NAIL-47064	COATED SINKER NAIL	\$1.99

Sub Total \$7.94
Sales Tax \$0.56
Total \$8.50

Debit Tendered \$8.50



* 1 1 3 5 0 6 *

Thank you for shopping

GILMORE BROS. BLDG. SUPPLY INC

We hope you'll come back soon!

\$8.50

Sales Receipt

Invoice#: 113463
Date: 1/30/2023 Time: 7:39:40 AM
Cashier: reg2 Register #: 2

Item	Description	Amount
USM80	SAND MIX 80 #	\$27.96
	4 @ \$6.99	

Sub Total \$27.96
Sales Tax \$1.96
Total \$29.92

Debit Tendered \$29.92



* 1 1 3 4 6 3 *

Thank you for shopping

GILMORE BROS. BLDG. SUPPLY INC

We hope you'll come back soon!

\$29.92

DAILY FIELD REPORT
GOULD ENTERPRISES, LLC
UTILITY MAINTENANCE CONTRACTORS
 210 BLACKBRIDGE DRIVE, BRANDON MS 39042
 PH: 601.955.7985

JOB NAME: <i>Sinkhole</i>	WORK ORDER: <i>46073</i>	DATE: <i>2-6-23</i>
ADDRESS: <i>59 Sagemood Dr</i>		

WORK DESCRIPTION / ACCOMPLISHED:

*Finish up boxes and curb and gutter
 Rebuild south side storm drain due to vandalism.*

WORKERS	HRS	EQUIPMENT	HRS
KORY GOULD		HALF-TON PICKUP	<i>4</i>
CHRIS MCCLENDON		FORD F250	
KEVIN SMITH	<i>4</i>	FORD F350	
ERIC TUCKER		RAM 3500	
DYLAN ROSS		L47 TRACTOR	
ANTRELL JOHNSON	<i>4</i>	KX 71-3 EX	
<i>Ean Lister</i>	<i>4</i>	U 48-5 EX	
		VACTRON	
		TOOLS	

Cleo's Asphalt Paving, Inc.

1026 Greenfield cirlee
Brandon, Ms 39042
(601)825-5515

Invoice

Date	Invoice #
2/10/2023	218-499

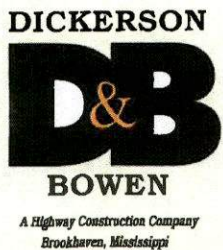
Bill To
City of Brandon Brandon, Ms

Project

Description	Amount
Feb 09, 2023	
Milling and excavation on sagewood drive and college street 8.5 hours @\$425.00 per hour	3,612.50
16 hours truck time (two trucks) @\$70.00 per hour	1,120.00
 Sagewood Dr. 2 hrs - labor x 425.00 = 850.00 - truck x 70.00 = 140.00 <u>6 tons of asphalt</u> 990.00	

Thank you for your business.

Total	\$4,732.50
Payments/Credits	\$0.00
Balance Due	\$4,732.50



INVOICE

Invoice #: 82809
Date: 2/14/23
Customer No: 502620

From: Dickerson & Bowen, Inc.
P. O. Box 1008
Brookhaven MS 39602-1008

Sold To: CITY OF BRANDON
P. O. BOX 1539
ATTN: ACCOUNTS PAYABLE
BRANDON, MS 39043

Delivered To:

Sale Date	Material	Units	UM	Unit Price	MatlTotal	HaulTotal	TaxCd	Tax	Total
JOB # / PO #	Emergency /								
02/09/23	Surface SC-1 Type 2	19.110	TON	76.5000 E	1,461.92	0.00		0.00	1,461.92
Total: Cust Job: Emergency					1,461.92	0.00		0.00	1,461.92
Total Invoice:					1,461.92	0.00		0.00	1,461.92

Sagewood Dr.

6 tons

x 76.50

459.00

Payment Type: On Account

NET30 pay terms Net 30 Days

0.00 discount offered if paid before

Total: 1,461.92

Remit To Address:
Dickerson & Bowen
P.O. Box 23699
Jackson, MS 39225-3699

Asphalt Paving
Site Preparation
Curbs & Sidewalks
Grading & Drainage
Sand & Gravel



A Highway Construction Company

CUSTOMER COPY

Parking Lots
Streets
Highways
Driveways
Running Tracks

P.O. BOX 1008 • BROOKHAVEN, MS 39602 • OFFICE: (601) 833-4291
JACKSON PLANT: 2642 SOUTH GALLATIN STREET • (601) 948-3686
MCCOMB PLANT: HIGHWAY 98 EAST • (601) 684-6133
CARTHAGE PLANT: HIGHWAY 16 EAST • (601) 267-5389
BROOKHAVEN PLANT: OLD HIGHWAY 51 NORTHEAST • (601) 833-2475

MS Asphalt Pavement Assn.
LA Asphalt Pavement Assn.

National Asphalt Pavement Assn.
MS Road Builders Assn.

RECEIVED AT PLANT BY: _____

RECEIVED AT JOB SITE BY: _____

F 1583171

1583171

LOCATION _____

SOLD TO: COB CITY OF BRANDON CITY OF BRANDON EMERGENCY				DELIVERY TICKET DO NOT PAY FROM THIS TICKET. INVOICE TO FOLLOW		
DATE 02/09/23		TIME 08:02 AM		JACKSON PLANT WEIGHMASTER		
ACC. / JOB NO COB	MIX NO JP1	TRUCK NO CLEOS	TONS REQUESTED 6.00	PRODUCT DESCRIPTION SC-1 TYPE II / PRIVATE SURFACE		
TARE WEIGHT - TONS 11.81		TARE WEIGHT - LBS 23820		HAUL CODE 0	MIX TEMP - PLANT	MIX TEMP - JOB
GROSS WEIGHT - TONS 17.88		GROSS WEIGHT - LBS 35760		REMARKS SAGEWOOD DRIVE		
NET WEIGHT - TONS 6.07		NET WEIGHT - LBS 12140				
CUMULATIVE LOADS 1		CUMULATIVE TONS 6.07				



6699 I-55 SOUTH
BYRAM, MS 39272

INVOICE 12711

Invoice Date: 1/25/2023

35

Sold to: 110
CITY OF BRANDON
1000 MUNICIPAL DRIVE
BRANDON, MS 39042

Job Number: 23-54
Ship to: 58 SAGEWOOD CULBERT REPAIR
BRANDON, MS

SHIP DATE	SHIP VIA	F.O.B.	TERMS	PAGE
1/25/2023	CPU		Net 30	1
CUSTOMER PO#	LOAD	SALES REP	EXEMPT #	REFERENCE
15157	8556	ce		12711

Qty	Item	Description	Weight	Unit Price	TX	Extension
Structure: PIPE						
40	243A	29"X18" Class 3 w/LH (24" Rnd Eq) (8')	13,000	\$55.25	☐	\$2,210.00
3	CS102075	3/4" CS-102 MASTIC	0	\$0.00	☐	\$0.00
5	POPIT	Popits	0	\$0.00	☐	\$0.00
Structure Total						\$2,210.00
Total Weight			13,000			

Please make check payable to Dunn Utility Products, LLC
P.O. Box 721420
Byram, MS 39272

Taxable	\$0.00
Non-Taxable	\$2,210.00
Sub Total	\$2,210.00
Tax	\$0.00
Invoice Total	\$2,210.00
Less Deposit	\$0.00
Invoice Balance	\$2,210.00

Requisition Form
City of Brandon
1000 Municipal Drive
Brandon, MS 39042

Requisition #: 15626
PO #: 15157
User Name: lsarver

Date: 1/24/2023
Approved By: elwellgreenwood
Approved Code: Purchasing Manager Approval
Total Amount: \$2,210.00
Ship To: Street Department - City Shop

DUNN UTILITY
PO BOX 721420
BYRAM MS 39272

Description Storm Drain Pipe repair at 58 Sagewood Drive
Special Instructions Unit cost is less than commodity price
City will pickup pipe

Quantity	Item Description	Project Number	Unit Price	Extended
40	24" Arch Pipe		\$55.25	\$2,210.00
Sub Total				\$2,210.00
Shipping				\$0.00
Tax				\$0.00
Total				\$2,210.00

Account Number	Account Description	Amount
001-201-637	R & M-OTHER IMPROVEMENTS	\$2,210.00
Total		\$2,210.00

Requisition Approval History

Approval Date	Approval Description	Approved by	PO Number
1/24/2023	Department Head Approval	elwellgreenwood	15157
1/24/2023	Purchasing Manager Approval	elwellgreenwood	15157



GILMORE BROS. BLDG. SUPP

800 OLD HWY 471
BRANDON, MS 39042
Phone: 601-825-6292
Fax: 601-825-8997

Sales Receipt

Quote #: 17215
Invoice #: 113391
Account #: 000000205
Page: 1 of 1
Date: 1/26/2023
Time: 1:23:49 PM
Cashier: reg2
Register #: 2

Bill To: CITY OF BRANDON
CITY OF BRANDON
PO BOX 1539
BRANDON, MS 39043
601-825-5021 601-942-4509 (ROG)

Ship To: CITY OF BRANDON
CITY OF BRANDON
PO BOX 1539
BRANDON, MS 39043
601-825-5021 601-942-4509 (ROG)

Reference: PO# 15166

Item Lookup Code	Description	Quantity	Price	Extended
35510494	6220-9-30 4.75G BJ PLAST.R/CEM	5	\$45.99	\$229.95

Tar

balance on PO 15166



Sub Total \$229.95
Sales Tax \$0.00
Total \$229.95

House Account \$229.95

X

Thank you for shopping
GILMORE BROS. BLDG. SUPPLY INC
Please come again!



113391

**Requisition Form
City of Brandon
1000 Municipal Drive
Brandon, MS 39042**

Requisition #: 15629
PO #: 15166
User Name: Isarver

Date: 1/24/2023
Approved By: acbean
Approved Code: Purchasing Manager Approval
Total Amount: \$263.70
Ship To: Street Department - City Shop

GILMORE BROS BUILDING SUPPLY
800 OLD HWY 471
BRANDON MS 39042-0000

Description Concrete Blocks and Tar (4.75 gallon bucket) for storm drain inlet repair at 59 Sagewood Drive | WO #46037

Special Instructions

Quantity	Item Description	Project Number	Unit Price	Extended
15	8 x 8 x 16 Concrete Blocks	INV 113392	\$2.25	\$33.75
5	6220-9-30 4.75G BJ PLAST .R/CEM	INV 113391	\$45.99	\$229.95

Sub Total	\$263.70
Shipping	\$0.00
Tax	\$0.00
Total	\$263.70

Account Number	Account Description	Amount
001-201-637	R & M-OTHER IMPROVEMENTS	\$263.70
Total		\$263.70

1/26/23 Carly/Randy M

Requisition Approval History

Approval Date	Approval Description	Approved by	PO Number
1/26/2023	Department Head Approval	cdearman	15166
1/26/2023	Department Head Approval	acbean	15166
1/26/2023	Purchasing Manager Approval	acbean	15166



GILMORE BROS. BLDG. SUPP

800 OLD HWY 471
BRANDON, MS 39042
Phone: 601-825-6292
Fax: 601-825-8997

Sales Receipt

Quote #: 17203
Invoice #: 113392
Account #: 000000205
Page: 1 of 1
Date: 1/26/2023
Time: 1:25:50 PM
Cashier: reg2
Register #: 2

Bill To: CITY OF BRANDON
CITY OF BRANDON
PO BOX 1539
BRANDON, MS 39043
601-825-5021 601-942-4509 (ROG)

Ship To: CITY OF BRANDON
CITY OF BRANDON
PO BOX 1539
BRANDON, MS 39043
601-825-5021 601-942-4509 (ROG)

Reference: PO# 15167

Item Lookup Code	Description	Quantity	Price	Extended
U80CM	80# GRAVEL CONCRETE MIX - PO 15167	84	\$5.25	\$441.00
U8816	8X8X16 LW CMU - PO 15166 concrete blocks partial	15	\$2.25	\$33.75



Sub Total \$474.75
Sales Tax \$0.00
Total \$474.75
House Account \$474.75

X _____
Thank you for shopping
GILMORE BROS. BLDG. SUPPLY INC
Please come again!



113392

Requisition Form
City of Brandon
1000 Municipal Drive
Brandon, MS 39042

Requisition #: 15628
PO #: 15167
User Name: lsarver

Date: 1/24/2023
Approved By: acbean
Approved Code: Purchasing Manager Approval
Total Amount: \$441.00
Ship To: Water & Sewer - City Shop

GILMORE BROS BUILDING SUPPLY
800 OLD HWY 471
BRANDON MS 39042-0000

Description Stock at Shop

Special Instructions

Quantity	Item Description	Project Number	Unit Price	Extended
84	80# Gravel Concrete Mix		\$5.25	\$441.00

Sub Total	\$441.00
Shipping	\$0.00
Tax	\$0.00
Total	\$441.00

Account Number	Account Description	Amount
400-673-550	SPECIALIZED DEPT SUPPLIES	\$441.00

Total	\$441.00
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1/26/23 Carly/Randy M

Requisition Approval History

Approval Date	Approval Description	Approved by	PO Number
1/26/2023	Department Head Approval	cdearman	15167
1/26/2023	Department Head Approval	acbean	15167
1/26/2023	Purchasing Manager Approval	acbean	15167

Requisition Form
City of Brandon
1000 Municipal Drive
Brandon, MS 39042

Requisition #: 15629
PO #: 15166
User Name: Isarver

Date: 1/24/2023
Approved By: acbean
Approved Code: Purchasing Manager Approval
Total Amount: \$263.70
Ship To: Street Department - City Shop

GILMORE BROS BUILDING SUPPLY
800 OLD HWY 471
BRANDON MS 39042-0000

Description Concrete Blocks and Tar (4.75 gallon bucket) for
storm drain inlet repair at 59 Sagewood Drive | WO
#46037

Special Instructions

Quantity	Item Description	Project Number	Unit Price	Extended
15	8 x 8 x 16 Concrete Blocks	INV 113392	\$2.25	\$33.75
5	6220-9-30 4.75G BJ PLAST .R/CEM	INV 113391	\$45.99	\$229.95

Sub Total	\$263.70
Shipping	\$0.00
Tax	\$0.00
Total	\$263.70

Account Number	Account Description	Amount
001-201-637	R & M-OTHER IMPROVEMENTS	\$263.70

Total	\$263.70
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1/26/23 Carly/Randy M

Requisition Approval History

Approval Date	Approval Description	Approved by	PO Number
1/26/2023	Department Head Approval	cdearman	15166
1/26/2023	Department Head Approval	acbean	15166
1/26/2023	Purchasing Manager Approval	acbean	15166

Requisition Form
City of Brandon
1000 Municipal Drive
Brandon, MS 39042

Requisition #: 15781
PO #: 15301
User Name: lsarver

Date: 2/14/2023
Approved By: elwellgreenwood
Approved Code: Purchasing Manager Approval
Total Amount: \$549.57
Ship To: Street Department - City Shop

SOUTHERN PIPE & SUPPLY CO, INC
354 US HWY 49 FRONTAGE RD
RICHLAND MS 39218

Description Curb Inlet Plate (cover only) to place on Sagewood Drive

Special Instructions

Quantity	Item Description	Project Number	Unit Price	Extended
1	V4343 Cover Only Curb Inlet Plate		\$549.57	\$549.57

Sub Total	\$549.57
Shipping	\$0.00
Tax	\$0.00
Total	\$549.57

Account Number	Account Description	Amount
001-201-637	R & M-OTHER IMPROVEMENTS	\$549.57
Total		\$549.57

Requisition Approval History

Approval Date	Approval Description	Approved by	PO Number
2/14/2023	Department Head Approval	csmith	15301
2/15/2023	Department Head Approval	elwellgreenwood	15301
2/15/2023	Purchasing Manager Approval	elwellgreenwood	15301



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: CHARLES SMITH, PUBLIC WORKS DIRECTOR
CARLY DEARMAN, PUBLIC WORKS OPERATIONS COORDINATOR
BOARD AGENDA: MARCH 6, 2023
SUBJECT: HIGHWAY 80 MULTI-USE & SIDEWALK IMPROVEMENTS
LPA PROJECT #: STP-0013-00(053)/LPA 108159-701000
PAY REQUEST 9

Asking for your consideration to approve Pay Request 9 in the amount of \$38,012.94 from Clear River Construction Company, Inc. for the Highway 80 Multi-Use & Sidewalk Improvements Project and authorize payment of same.

Thank you for your consideration in this matter. Please let us know if you have any questions.

ATTACHMENTS:

- Recommendation Letter from Benchmark Engineering
- Clear River Construction Company - Pay Request 9

GL Code – 001-201-703

Funding – MPO Funds & City Match



February 28, 2023

Mr. Charles Smith
Public Works Director
City of Brandon
1000 Municipal Drive
Brandon, MS 39042

RE: City of Brandon
Multi-Use Trail and Sidewalk Improvements
Project #STP-0013-00(053) LPA 108159/701000
B-7682
Pay Request #9

Dear Mr. Smith:

Please find included in this packet all documentation and paperwork necessary for approval of Pay Request # 9 in the amount of \$38,012.94 for construction services for the City of Brandon Multi-Use Trail and Sidewalk Improvements Project for Clear River Construction Co. Inc.

We have reviewed this pay request and recommend this be submitted to the Board for their approval.

Should you have any questions or need additional information, please do not hesitate to contact our office at 601-591-1077.

Sincerely,

Matthew Miller, P.E., P.L.S.
Benchmark Engineering & Surveying, LLC

cc: File: B-7682

PAYMENT APPLICATION

Page 1

TO: Benchmark Engineering & Surveying, LLC 101 Highpointe Courte, Suite B Brandon, MS 39042 Attn: Matthew Miller, P. E. FROM: CLEAR RIVER CONSTRUCTION CO., INC. P. O. BOX 320820 FLOWOOD, MS. 39232 FOR: City of Brandon	PROJECT NAME AND LOCATION: Brandon Walking Trails STP-0013-00(053)LPA/108159-701000 101 Highpointe Courte, Suite B Brandon, MS 39042 ARCHITECT: Benchmark Engineering & Surveying, LLC 101 Highpointe Courte, Suite B Brandon, MS 39042	APPLICATION # 9 PERIOD THRU: 02/13/2023 PROJECT #s: DATE OF CONTRACT: 11/05/2020 PAYMENT TERMS: Net 30 Days PAYMENT DUE: 02/22/2023	Distribution to: ☐ OWNER ☐ ARCHITECT ☐ CONTRACTOR
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CONTRACTOR'S SUMMARY OF WORK

Application is made for payment as shown below.
Continuation Page is attached.

1. CONTRACT AMOUNT	\$1,037,693.55
2. SUM OF ALL CHANGE ORDERS	\$0.00
3. CURRENT CONTRACT AMOUNT (Line 1 +/- 2)	\$1,037,693.55
4. TOTAL COMPLETED AND STORED (Column G on Continuation Page)	\$675,546.41
5. RETAINAGE:	
a. 0.00% of Completed Work (Columns D + E on Continuation Page)	\$0.00
b. 0.00% of Material Stored (Column F on Continuation Page)	\$0.00
Total Retainage (Line 5a + 5b or Column I on Continuation Page)	\$0.00
6. TOTAL COMPLETED AND STORED LESS RETAINAGE (Line 4 minus Line 5 Total)	\$675,546.41
7. LESS PREVIOUS PAYMENT APPLICATIONS	\$637,533.47
8. PAYMENT DUE	\$38,012.94
9. BALANCE TO COMPLETION (Line 3 minus Line 6)	\$362,147.14

SUMMARY OF CHANGE ORDERS	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	\$0.00	\$0.00
Total approved this month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES	\$0.00	

Contractor's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) the Work has been performed as required in the Contract Documents, (2) all sums previously paid to Contractor under the Contract have been used to pay Contractor's costs for labor, materials and other obligations under the Contract for Work previously paid for, and (3) Contractor is legally entitled to this payment.

CONTRACTOR: CLEAR RIVER CONSTRUCTION CO., INC.

By: [Signature] Date: 2/13/23

State of: MS

County of: SCOTT

Subscribed and sworn to before me this 13th day of February 2023

Notary Public: Betty Beard

My Commission Expires: JULY 18, 2024



ARCHITECT'S CERTIFICATION

Architect's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) Architect has inspected the Work represented by this Application, (2) such Work has been completed to the extent indicated in this Application, and the quality of workmanship and materials conforms with the Contract Documents, (3) this Application for Payment accurately states the amount of Work completed and payment due therefor, and (4) Architect knows of no reason why payment should not be made.

CERTIFIED AMOUNT.....

(If the certified amount is different from the payment due, you should attach an explanation. Initial all the figures that are changed to match the certified amount.)

ARCHITECT:

By: [Signature] Date: 2-28-23

Neither this Application nor payment applied for herein is assignable or negotiable. Payment shall be made only to Contractor, and is without prejudice to any rights of Owner or Contractor under the Contract Documents or otherwise.

PAYMENT APPLICATION

Quantum Software Solutions, Inc. Document

CONTINUATION PAGE

Page 2 of 10

PROJECT: Brandon Walking Trails
 STP-0013-00(053)LPA/108159-701000
 APPLICATION #: 9
 DATE OF APPLICATION: 01/23/2023
 PERIOD THRU: 02/13/2023
 PROJECT #s:

Payment Application containing Contractor's signature is attached.

A ITEM #	B WORK DESCRIPTION	C SCHEDULED AMOUNT		D COMPLETED WORK		E AMOUNT THIS PERIOD	F STORED MATERIALS (NOT IN D OR E)	G TOTAL COMPLETED AND STORED (D + E + F)	H BALANCE TO COMPLETION (C-G)	I RETAINAGE (If Variable)
		QTY	\$ AMT	AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD					
00001	Removal of Asphalt Pavement, All Depths		\$6,636.68	\$6,801.80	\$0.00	\$0.00	\$0.00	\$6,801.80	(\$165.12)	
	\$19.99 PER SY	332.00		340.26	0.00		0.00	340.26	-8.26	
00002	Removal of Concrete Paved Ditch		\$749.28	\$686.84	\$0.00	\$0.00	\$0.00	\$686.84	\$62.44	
	\$15.61 PER SY	48.00		44.00	0.00		0.00	44.00	4.00	
00003	Removal of Concrete Pavement, All Depths		\$11,233.00	\$10,332.45	\$0.00	\$0.00	\$0.00	\$10,332.45	\$900.55	
	\$9.56 PER SY	1,175.00		1,080.80	0.00		0.00	1,080.80	94.20	
00004	Removal of Concrete Sidewalk		\$824.01	\$179.78	\$0.00	\$0.00	\$0.00	\$179.78	\$644.23	
	\$24.97 PER SY	33.00		7.20	0.00		0.00	7.20	25.80	
00005	Removal of Curb, All Types		\$4,664.60	\$5,582.91	\$0.00	\$0.00	\$0.00	\$5,582.91	(\$918.31)	
	\$11.24 PER LF	415.00		496.70	0.00		0.00	496.70	-81.70	
00006	Removal of Inlet and Junction Box, All Types & Sizes		\$499.64	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$499.64	
	\$499.64 PER EACH	1.00		0.00	0.00		0.00	0.00	1.00	
00007	Removal of Legend, All Types		\$215.05	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$215.05	
	\$1.87 PER SF	115.00		0.00	0.00		0.00	0.00	115.00	
00008	Removal of Traffic Stripe		\$600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$600.00	
	\$1.25 PER LF	480.00		0.00	0.00		0.00	0.00	480.00	
00009	Unclassified Excavation, FM, AH		\$3,215.52	\$1,949.61	\$0.00	\$0.00	\$0.00	\$1,949.61	\$1,265.91	
	\$16.24 PER CY	198.00		120.05	0.00		0.00	120.05	77.95	
00010	Borrow Excavation, AH, FME		\$40,746.16	\$35,568.85	\$4,384.80	\$0.00	\$0.00	\$39,953.65	\$792.51	
	\$16.24 PER CY	2,509.00		2,190.20	270.00		0.00	2,460.20	48.80	
	SUB-TOTALS		\$69,383.94	\$61,102.24	\$4,384.80	\$0.00	\$0.00	\$65,487.04	\$3,896.90	

CONTINUATION PAGE

Quantum Software Solutions, Inc. Document

CONTINUATION PAGE

Page 3 of 10

PROJECT: Brandon Walking Trails APPLICATION #: 9 STP-0013-00(053)LPA/108159-701000 DATE OF APPLICATION: 01/23/2023 Payment Application containing Contractor's signature is attached. PERIOD THRU: 02/13/2023 PROJECT #s:										
A	B	C	D		E	F	G		H	I
			AMOUNT PREVIOUS PERIODS	COMPLETED WORK AMOUNT THIS PERIOD			STORED MATERIALS (NOT IN D OR E)	TOTAL COMPLETED AND STORED (D + E + F)		
ITEM #	WORK DESCRIPTION	SCHEDULED AMOUNT QTY \$ AMT							BALANCE TO COMPLETION (C-G)	RETAINAGE (If Variable)
00011	Excess Excavation, FM, AH	\$17,028.60	\$3,859.37	\$4,507.24	\$0.00	\$0.00	\$8,366.61	49%	\$8,661.99	
	\$11.24 PER CY	1,515.00	343.36	401.00	0.00	0.00	744.36		770.64	
00012	Topsoil for Slope Treatment, Contractor Furnished	\$1,405.25	\$256.32	\$0.00	\$0.00	\$0.00	\$256.32	18%	\$1,148.93	
	\$56.21 PER CY	25.00	4.56	0.00	0.00	0.00	4.56		20.44	
00013	Topsoil for Plant Holes, Contractor Furnished	\$1,873.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$1,873.50	
	\$37.47 PER CY	50.00	0.00	0.00	0.00	0.00	0.00		50.00	
00014	Solid Sodding, Bermuda	\$2,739.80	\$472.56	\$0.00	\$0.00	\$0.00	\$472.56	17%	\$2,267.24	
	\$4.12 PER SY	665.00	114.70	0.00	0.00	0.00	114.70		550.30	
00015	Watering	\$40.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$40.00	
	\$20.00 PER KGAL	2.00	0.00	0.00	0.00	0.00	0.00		2.00	
00016	Grassing	\$1,561.38	\$907.16	\$0.00	\$0.00	\$0.00	\$907.16	58%	\$654.22	
	\$1,561.38 PER ACRE	1.00	0.58	0.00	0.00	0.00	0.58		0.42	
00017	Agricultural Limestone	\$249.82	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$249.82	
	\$249.82 PER TON	1.00	0.00	0.00	0.00	0.00	0.00		1.00	
00018	Mulch, Vegetative Mulch	\$224.84	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$224.84	
	\$224.84 PER TON	1.00	0.00	0.00	0.00	0.00	0.00		1.00	
00019	Shrub Planting, Crimson Pygmy Barberry	\$780.75	\$749.52	\$0.00	\$0.00	\$0.00	\$749.52	96%	\$31.23	
	\$31.23 PER EACH	25.00	24.00	0.00	0.00	0.00	24.00		1.00	
00020	Shrub Plant, Red Drift Rose	\$1,623.96	\$1,093.05	\$0.00	\$0.00	\$0.00	\$1,093.05	67%	\$530.91	
	\$31.23 PER EACH	52.00	35.00	0.00	0.00	0.00	35.00		17.00	
	SUB-TOTALS	\$96,911.84	\$68,440.22	\$8,892.04	\$0.00	\$0.00	\$77,332.26	80%	\$19,579.58	

CONTINUATION PAGE

Quantum Software Solutions, Inc. Document

CONTINUATION PAGE

PROJECT: Brandon Walking Trails
APPLICATION #: 9
DATE OF APPLICATION: 01/23/2023
STP-0013-00(053)LPA/108159-701000
PERIOD THRU: 02/13/2023
PROJECT #s:

Payment Application containing Contractor's signature is attached.

A ITEM #	B WORK DESCRIPTION	C SCHEDULED AMOUNT		D COMPLETED WORK		E AMOUNT THIS PERIOD	F STORED MATERIALS (NOT IN D OR E)	G TOTAL COMPLETED AND STORED (D + E + F)	H BALANCE TO COMPLETION (C-G)	I RETAINAGE (If Variable)
		QTY	\$ AMT	AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD					
00021	Tree Planting, Chaste Tree		\$1,617.56	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,617.56	
	\$231.08 PER EACH	7.00		0.00	0.00		0.00	0.00	7.00	
00022	Tree Planting, Live Oak		\$14,208.60	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$14,208.60	
	\$405.96 PER EACH	35.00		0.00	0.00		0.00	0.00	35.00	
00023	Tree Planting, Sycamore		\$405.96	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$405.96	
	\$405.96 PER EACH	1.00		0.00	0.00		0.00	0.00	1.00	
00024	Bed Preparation		\$1,504.00	\$1,139.28	\$0.00	\$0.00	\$0.00	\$1,139.28	\$364.72	
	\$0.94 PER SF	1,600.00		1,212.00	0.00		0.00	1,212.00	388.00	
00025	Straw Mulch, Class II		\$1,608.62	\$1,049.10	\$0.00	\$0.00	\$0.00	\$1,049.10	\$559.52	
	\$34.97 PER EACH	46.00		30.00	0.00		0.00	30.00	16.00	
00026	Temporary Silt Fence		\$15,843.75	\$21,536.25	\$3,097.50	\$0.00	\$0.00	\$24,633.75	(\$8,790.00)	
	\$3.75 PER LF	4,225.00		5,743.00	826.00		0.00	6,569.00	-2,344.00	
00027	Wattles, 12"		\$1,352.35	\$3,033.65	\$1,023.40	\$0.00	\$0.00	\$4,057.05	(\$2,704.70)	
	\$7.31 PER LF	185.00		415.00	140.00		0.00	555.00	-370.00	
00028	Bollard, Per Plans		\$1,998.56	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,998.56	
	\$999.28 PER EACH	2.00		0.00	0.00		0.00	0.00	2.00	
00029	3/4" and Down Crushed Stone Base		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	\$0.00 PER	0.00		0.00	0.00		0.00	0.00	0.00	
00030	Size 610 Crushed Stone Base		\$1,573.95	\$8,301.46	\$0.00	\$0.00	\$0.00	\$8,301.46	(\$6,727.51)	
	\$74.95 PER TON	21.00		110.76	0.00		0.00	110.76	-89.76	
	SUB-TOTALS		\$137,025.19	\$103,499.96	\$13,012.94	\$0.00	\$0.00	\$116,512.90	\$20,512.29	

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PROJECT: Brandon Walking Trails
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 APPLICATION #: 9
 DATE OF APPLICATION: 01/23/2023
 PERIOD THRU: 02/13/2023
 PROJECT #s:

Payment Application containing Contractor's signature is attached.

A	B	C		D		E		F	G		H	I
ITEM #	WORK DESCRIPTION	SCHEDULED AMOUNT		COMPLETED WORK		STORED MATERIALS (NOT IN D OR E)	TOTAL COMPLETED AND STORED (D + E + F)	% COMP (G / C)	BALANCE TO COMPLETION (C-G)	RETAINAGE (If Variable)		
		QTY	\$ AMT	AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD							
00031	Size 825B Crushed Stone Base		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00			
00032	\$0.00 PER 12.5-mm, MT, Asphalt Pavement	0.00		0.00	0.00	0.00	0.00	0%	0.00	\$81,680.42		
00033	\$133.03 PER TON 9.5-mm, MT, Asphalt Pavement	614.00		0.00	0.00	0.00	0.00	0%	614.00			
00034	\$138.03 PER TON Asphalt for Tack Coat	370.00		0.00	0.00	0.00	0.00	0%	370.00			
			\$3,496.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$3,496.00			
00035	\$4.37 PER GAL 6" Reinforced Cement Concrete Pavement, Broom Finish	800.00		0.00	0.00	0.00	0.00	121%	800.00			
			\$28,080.33	\$34,096.12	\$0.00	\$0.00	\$34,096.12		(\$6,015.79)			
00036	\$99.93 PER SY Saw Cut, Full Depth	281.00		341.20	0.00	0.00	341.20		-60.20			
			\$13,701.67	\$10,640.24	\$0.00	\$0.00	\$10,640.24	78%	\$3,061.43			
00037	\$7.87 PER LF Class "B" Structural Concrete, Minor Structures	1,741.00		1,352.00	0.00	0.00	1,352.00	142%	389.00			
			\$10,492.77	\$14,854.76	\$0.00	\$0.00	\$14,854.76		(\$4,361.99)			
00038	\$1,498.97 PER CY Reinforcing Steel	7.00		9.91	0.00	0.00	9.91	100%	-2.91			
			\$1,242.00	\$1,242.00	\$0.00	\$0.00	\$1,242.00		\$0.00			
00039	\$1.50 PER LBS 18" Reinforced Concrete Pipe, Class III	828.00		828.00	0.00	0.00	828.00	1000%	0.00			
			\$899.36	\$8,993.60	\$0.00	\$0.00	\$8,993.60		(\$8,094.24)			
00040	\$224.84 PER LF 34" Reinforced Concrete Pipe, Class III	4.00		40.00	0.00	0.00	40.00	0%	-36.00			
			\$1,798.68	\$0.00	\$0.00	\$0.00	\$0.00		\$1,798.68			
	\$149.89 PER LF SUB-TOTALS	12.00		0.00	0.00	0.00	0.00	57%	12.00			
			\$329,487.52	\$173,326.68	\$13,012.94	\$0.00	\$186,339.62		\$143,147.90			

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A ITEM #	B WORK DESCRIPTION	C SCHEDULED AMOUNT		D COMPLETED WORK		E AMOUNT THIS PERIOD		F STORED MATERIALS (NOT IN D OR E)	G TOTAL COMPLETED AND STORED (D + E + F)		H BALANCE TO COMPLETION (C-G)	I RETAINAGE (If Variable)
		QTY	\$ AMT	AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD							
00041	48" Reinforced Concrete Pipe, Class III		\$4,596.72	\$6,128.96	\$0.00			\$0.00	\$6,128.96	133%	(\$1,532.24)	
	\$383.06 PER LF	12.00		16.00	0.00			0.00	16.00		-4.00	
00042	29" x 18" Concrete Arch Pipe, Class A III		\$8,243.72	\$2,603.28	\$0.00			\$0.00	\$2,603.28	32%	\$5,640.44	
	\$108.47 PER LF	76.00		24.00	0.00			0.00	24.00		52.00	
00043	29" x 18" Concrete Arch Pipe End Section		\$1,186.65	\$1,186.65	\$0.00			\$0.00	\$1,186.65	100%	\$0.00	
	\$1,186.65 PER EACH	1.00		1.00	0.00			0.00	1.00		0.00	
00044	18" END SECTION REMOVED AND RELAID		\$1,374.02	\$2,061.03	\$0.00			\$0.00	\$2,061.03	150%	(\$687.01)	
	\$687.01 PER EACH	2.00		3.00	0.00			0.00	3.00		-1.00	
00045	24" END SECTION REMOVED AND RELAID		\$811.92	\$0.00	\$0.00			\$0.00	\$0.00	0%	\$811.92	
	\$811.92 PER EACH	1.00		0.00	0.00			0.00	0.00		1.00	
00046	Castings		\$3,845.60	\$0.00	\$0.00			\$0.00	\$0.00	0%	\$3,845.60	
	\$4.37 PER LBS	880.00		0.00	0.00			0.00	0.00		880.00	
00047	Gratings		\$1,066.28	\$0.00	\$0.00			\$0.00	\$0.00	0%	\$1,066.28	
	\$4.37 PER LBS	244.00		0.00	0.00			0.00	0.00		244.00	
00048	Concrete Sidewalk, With Reinforcement		\$51,636.00	\$38,043.15	\$0.00			\$0.00	\$38,043.15	74%	\$13,592.85	
	\$66.20 PER SY	780.00		574.67	0.00			0.00	574.67		205.33	
00049	Detachable Warning Panels		\$7,064.40	\$1,948.80	\$0.00			\$0.00	\$1,948.80	28%	\$5,115.60	
	\$24.36 PER SF	290.00		80.00	0.00			0.00	80.00		210.00	
00050	Concrete Curb, Header		\$22,556.94	\$31,549.74	\$0.00			\$0.00	\$31,549.74	140%	(\$8,992.80)	
	\$37.47 PER LF	602.00		842.00	0.00			0.00	842.00		-240.00	
	SUB-TOTALS		\$431,869.77	\$256,848.29	\$13,012.94			\$0.00	\$269,861.23	62%	\$162,008.54	

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		SCHEDULED AMOUNT	QTY	AMOUNT PREVIOUS PERIODS	COMPLETED WORK	AMOUNT THIS PERIOD	STORED MATERIALS (NOT IN D OR E)		TOTAL COMPLETED AND STORED (D + E + F)	% COMP (G / C)	BALANCE TO COMPLETION (C-G)	
00051	Concrete Integral Curb, Type 1	\$2,772.78		\$0.00		\$0.00	\$0.00		\$0.00	0%	\$2,772.78	
	\$37.47 PER LF		74.00	0.00		0.00	0.00		0.00		74.00	
00052	Combination Concrete Curb and Gutter Type 1 Modified	\$6,744.60		\$2,682.85		\$0.00	\$0.00		\$2,682.85	40%	\$4,061.75	
	\$37.47 PER LF		180.00	71.60		0.00	0.00		71.60		108.40	
00053	Combination Concrete Curb and Gutter Type 2	\$1,617.64		\$0.00		\$0.00	\$0.00		\$0.00	0%	\$1,617.64	
	\$43.72 PER LF		37.00	0.00		0.00	0.00		0.00		37.00	
00054	Combination Concrete Curb and Gutter Type 2 Modified	\$2,248.20		\$0.00		\$0.00	\$0.00		\$0.00	0%	\$2,248.20	
	\$49.96 PER LF		45.00	0.00		0.00	0.00		0.00		45.00	
00055	Combination Concrete Curb and Gutter Type 3A	\$2,011.12		\$0.00		\$0.00	\$0.00		\$0.00	0%	\$2,011.12	
	\$43.72 PER LF		46.00	0.00		0.00	0.00		0.00		46.00	
00056	Concrete Driveway, With Reinforcement	\$73,096.56		\$63,369.24		\$0.00	\$0.00		\$63,369.24	87%	\$9,727.32	
	\$94.44 PER SY		774.00	671.00		0.00	0.00		671.00		103.00	
00057	Concrete Median and/or Island Pavement, 4-inch	\$6,089.25		\$0.00		\$0.00	\$0.00		\$0.00	0%	\$6,089.25	
	\$81.19 PER SY		75.00	0.00		0.00	0.00		0.00		75.00	
00058	Maintenance of Traffic	\$37,473.09		\$22,858.58		\$0.00	\$0.00		\$22,858.58	61%	\$14,614.51	
	\$37,473.09 PER LS		1.00	0.61		0.00	0.00		0.61		0.39	
00059	Additional Construction Signs	\$10.00		\$0.00		\$0.00	\$0.00		\$0.00	0%	\$10.00	
	\$10.00 PER SF		1.00	0.00		0.00	0.00		0.00		1.00	
00060	MOBILIZATION	\$56,062.08		\$50,455.80		\$0.00	\$0.00		\$50,455.80	90%	\$5,606.28	
	\$56,062.08 PER LS		1.00	0.90		0.00	0.00		0.90		0.10	
	SUB-TOTALS	\$619,995.09		\$396,214.77		\$13,012.94	\$0.00		\$409,227.71	66%	\$210,767.38	

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		QTY	\$ AMT	AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD					
00061	6" Thermoplastic Edge Stripe, Continuous White \$1.87 PER LF	600.00	\$1,122.00	0.00	\$0.00	0.00	\$0.00	0.00	\$1,122.00	
00062	6" Thermoplastic Traffic Stripe, Skip Yellow \$1.25 PER LF	190.00	\$237.50	0.00	\$0.00	0.00	\$0.00	0.00	\$237.50	
00063	6" Thermoplastic Traffic Stripe, Continuous Yellow \$1.87 PER LF	160.00	\$299.20	0.00	\$0.00	0.00	\$0.00	0.00	\$299.20	
00064	Thermoplastic Detailed Stripe, White \$2.50 PER LF	1,920.00	\$4,800.00	0.00	\$0.00	0.00	\$0.00	0.00	\$4,800.00	
00065	Thermoplastic Legend, White \$8.74 PER SF	154.00	\$1,345.96	0.00	\$0.00	0.00	\$0.00	0.00	\$1,345.96	
00066	Thermoplastic Legend, White \$6.25 PER LF	440.00	\$2,750.00	0.00	\$0.00	0.00	\$0.00	0.00	\$2,750.00	
00067	6" High Performance Cold Plastic Traffic Stripe, Continuous \$8.74 PER LF	100.00	\$874.00	0.00	\$0.00	0.00	\$0.00	0.00	\$874.00	
00068	Stand Roadside Signs, Sheet Aluminum, 0.125' Thickness \$66.20 PER SF	87.00	\$5,759.40	0.00	\$0.00	0.00	\$0.00	0.00	\$5,759.40	
00069	Steel U-Section Posts, 3.0 lb/ft \$10.62 PER LF	208.00	\$2,208.96	0.00	\$0.00	0.00	\$0.00	0.00	\$2,208.96	
00070	Solid State Traffic Actuated Controlled, Type 1 \$11,241.93 PER EACH	1.00	\$11,241.93	0.00	\$0.00	0.00	\$0.00	0.00	\$11,241.93	
	SUB-TOTALS		\$650,634.04	\$396,214.77	\$13,012.94	0.00	\$0.00	\$409,227.71	\$241,406.33	

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		QTY	\$ AMT	AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD					
00071	Traffic Signal Head, Type 6		\$4,496.76	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,496.76	
	\$1,124.19 PER EACH	4.00		0.00	0.00	0.00	0.00	0.00	4.00	
00072	Electric Cable, Underground in Conduit, ISMA 20-1, AWG 12.5		\$427.80	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$427.80	
	\$0.62 PER LF	690.00		0.00	0.00	0.00	0.00	0.00	690.00	
00073	Traffic Signal Conduit, Underground, PVC Coated, 1"		\$681.98	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$681.98	
	\$26.23 PER LF	26.00		0.00	0.00	0.00	0.00	0.00	26.00	
00074	Vehicle Loop Assemblies		\$30,789.82	\$10,400.70	\$0.00	\$0.00	\$0.00	\$10,400.70	\$20,389.12	
	\$18.74 PER LF	1,643.00		555.00	0.00	0.00	0.00	555.00	1,088.00	
00075	Shielded Cable, AWG #18, 4 Conductor		\$21.12	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$21.12	
	\$0.06 PER LF	352.00		0.00	0.00	0.00	0.00	0.00	352.00	
00076	Accessible Pedestrian Detection Assembly		\$13,740.12	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$13,740.12	
	\$3,435.03 PER EACH	4.00		0.00	0.00	0.00	0.00	0.00	4.00	
00077	Retaining Wall System, Modular Block		\$4,103.33	\$5,092.63	\$0.00	\$0.00	\$0.00	\$5,092.63	(\$989.30)	
	\$56.21 PER SF	73.00		90.60	0.00	0.00	0.00	90.60	-17.60	
00078	Tree Planting (Loblolly Pine)		\$1,623.84	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,623.84	
	\$405.96 PER EACH	4.00		0.00	0.00	0.00	0.00	0.00	4.00	
00079	Tree Planting (Pond Cypress)		\$811.92	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$811.92	
	\$405.96 PER EACH	2.00		0.00	0.00	0.00	0.00	0.00	2.00	
00080	Bicycle Rack		\$811.92	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$811.92	
	\$811.92 PER EACH	1.00		0.00	0.00	0.00	0.00	0.00	1.00	
	SUB-TOTALS		\$708,142.65	\$411,708.09	\$13,012.94	\$0.00	\$0.00	\$424,721.03	\$283,421.62	

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MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN

FROM: CHARLES SMITH, PUBLIC WORKS DIRECTOR
CARLY DEARMAN, PUBLIC WORKS COORDINATOR

BOARD AGENDA: MARCH 6, 2023

SUBJECT: GRANTS FERRY SEWER EXTENSION
RAILROAD CONTRACTS APPROVAL
MERIDIAN SPEEDWAY, LLC

Asking for your consideration to approve the two attached railroad contracts from Meridian Speedway, LLC, authorize the Mayor to execute the same, and authorize payment of the fees associated with each contract totaling \$18,750.00 (\$9,375.00 per contract) for the Grants Ferry Sewer Extension Project.

Thornton Construction Company, as the project contractor, is required by Meridian Speedway, LLC, to provide insurance during the lifespan of the construction contract for the project. Thornton Construction Company's proof of insurance is attached hereto for reference as part of the contract agreements between the Meridian Speedway, LLC, and the City of Brandon.

Thank you for your consideration in this matter. Please let us know if you have any questions.

ATTACHMENTS:

- Meridian Speedway, LLC – Pipeline Crossing Contract 22-14195V2
- Meridian Speedway, LLC – Pipeline Crossing Contract 22-14196V2
- Thornton Construction Company – Proof of Insurance

PIPELINE CROSSING CONTRACT (KCS Contract No. _____)

THIS AGREEMENT is effective this February 16, 2023 by and between **THE MERIDIAN SPEEDWAY, LLC**, a Missouri corporation, called herein "Railway Company", and **CITY OF BRANDON**, to be addressed at 1000 Municipal Drive, Brandon, Mississippi 39042, called herein "Licensee".

1. Railway Company, without any warranty or guarantee of suitability of the premises for Licensee's or any other purpose, hereby permits Licensee a license to construct, maintain, operate, use and remove a proposed sanitary sewer pipeline under Railway Company's tracks and right-of-way at Mile Post VM 78.07 (Meridian Subdivision) Brandon (Rankin County), Mississippi, the course of the pipeline being described as follows:

As indicated on print of drawing no. 22-14195 dated 02-15-2023, marked Exhibit "A", attached hereto and incorporated herein by reference.

The rights granted under this Agreement are subject to all outstanding superior rights whether or not of record (including those in favor of licensees and lessees of Railway Company's property, and others) and the right of Railway Company to renew and extend the same, and is made without covenant of title, or for quiet enjoyment. Railway Company does not warrant title and Licensee accepts the rights granted herein and shall make no claim against Railway Company for deficiency of title. Licensee acknowledges that the Railway Company's interest in the right-of-way varies from segment to segment and may include lesser interests than fee title. Licensee shall, at Licensee's sole cost and expense, obtain any and all necessary rights and consents from parties other than Railway Company which may have or claim any right, title or interest in the property upon which the Railway Company's right-of-way is located.

2. The carrier pipe shall consist of 12" x 100' PVC SDR-26 having a minimum wall thickness of 0.49" and a minimum yield point of 115 PSI and shall be encased in a 24" x 100' Steel having a minimum wall thickness of 0.406" and a minimum yield point of 3,500 PSI. Maximum operating pressure of the pipeline shall not be greater than the force of gravity. Licensee expressly agrees that its under-track installation shall be by Conventional Dry Bore method and that no boring or excavation shall occur within Railway Company's right-of-way, nor shall any boring occur in the track embankment. The angle of the pipeline crossing beneath Railway Company's property and tracks shall be no less than 90°.

Construction, maintenance, operation, use and removal of the pipeline shall not endanger the safety or condition of Railway Company's property in any way, or the operation of trains or cars, and the pipeline shall be laid at a minimum depth of 18.8' below the bottom of Railway Company's base of rail and at a minimum depth of 6.7' below ground level at all other points on the right-of-way. Excavations made on Railway Company's property shall be promptly refilled by Licensee, the earth well tamped, and the ground left in the same condition as before laying of the pipeline.

The pipeline shall be maintained so as to prevent the escape of its contents being conveyed. Connections or valves shall not be placed in the pipeline nearer than forty feet (40') from the center of Railway Company's nearest track. Further, the pipeline and its operation and use, shall comply with any and all applicable governmental laws, rules, and regulations. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a) (7), 60-250.5, 60-741.5, and 29 C.F.R. part 470, relating to equal employment opportunity, if applicable. If required by Railway Company, gates and check valves shall be placed in convenient locations. Licensee agrees that no hydrostatic pressure testing shall be allowed unless the carrier pipe has been encased in a steel casing meeting Railway Company and AREMA specifications.

Construction, maintenance, operation, use and removal of the pipeline shall not endanger the safety or condition of Railway Company's employees or property in any way, or the operation of trains or cars. The location of the pipeline shall be marked, with markers maintained and plainly visible at the right-of-way lines.

3. Licensee shall promptly make necessary repairs to the pipeline, and, in the event of Licensee's failure to do so, repairs may be made by Railway Company at Licensee's expense, which cost Licensee expressly agrees to pay upon presentation of the bill.

Should Railway Company at any time decide a change in the location or other changes in the pipeline are desirable, Licensee will at its cost make the changes at Railway Company's request within thirty (30) days after receipt of written notice from Railway Company, and, upon the failure of Licensee to do so, Railway Company may make such changes at Licensee's expense, which expense Licensee expressly agrees to pay upon receipt of the bill.

LICENSEE HEREBY ASSUMES ANY AND ALL RISKS ARISING OUT OF, INCIDENT TO, OR IN ANY WAY CONNECTED WITH THE CONSTRUCTION, MAINTENANCE, OPERATION, USE OR REMOVAL OF THE PIPELINE. IN CONSIDERATION OF THE PRIVILEGES HEREIN GRANTED, LICENSEE, TO THE FULLEST EXTENT PERMITTED BY LAW, EXPRESSLY AGREES TO INDEMNIFY AND SAVE HARMLESS RAILWAY COMPANY AND ANY OTHER RAILWAY COMPANIES OPERATING OVER OR USING THE TRACKS OF RAILWAY COMPANY, ITS OR THEIR OFFICERS, AGENTS, REPRESENTATIVES, CONTRACTORS, SERVANTS AND EMPLOYEES, SUCCESSORS AND ASSIGNS, AS THE CASE MAY BE, FROM AND AGAINST ANY AND ALL ACTIONS, PROCEEDINGS, CLAIMS, DEMANDS, LOSSES, OUTLAYS, DAMAGES, LIABILITIES AND EXPENSES (WHETHER ARISING IN OR BASED UPON TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE) INCLUDING ATTORNEYS' FEES, WHICH MAY BE INCURRED ON ACCOUNT OF INJURY TO OR DEATH OF ANY PERSON WHOMSOEVER, OR LOSS OF OR DAMAGE TO ANY PROPERTY IN ANY WAY, DIRECTLY OR INDIRECTLY, RESULTING FROM, ARISING OUT OF, OR CONNECTED WITH THE CONSTRUCTION, MAINTENANCE, OPERATION, USE OR REMOVAL OF THE PIPELINE BY LICENSEE OR BY ANYONE ACTING IN ITS BEHALF, ITS OR THEIR, AS THE CASE MAY BE, EXERCISE OF OR PERFORMANCE OF OR ITS OR THEIR FAILURE TO EXERCISE OR PERFORM ANY OF THE RIGHTS, PRIVILEGES, DUTIES OR OBLIGATIONS GRANTED OR IMPOSED UNDER THE PROVISIONS OF THIS AGREEMENT. LICENSEE, TO THE FULLEST EXTENT PERMITTED BY LAW, AGREES TO INDEMNIFY AND SAVE HARMLESS RAILWAY COMPANY AND OTHER RAILWAY COMPANIES OPERATING OVER OR USING THE TRACKS OF RAILWAY COMPANY, ITS OR THEIR OFFICERS, AGENTS, REPRESENTATIVES, CONTRACTORS, SERVANTS AND EMPLOYEES, SUCCESSORS AND ASSIGNS FROM AND AGAINST THEIR OWN NEGLIGENCE, EXCEPT FOR SUCH INJURY, DEATH, LOSS OR DAMAGE WHICH MAY BE DUE TO THE SOLE ACTIVE NEGLIGENCE OF RAILWAY COMPANY, ITS OFFICERS, AGENTS, REPRESENTATIVES, CONTRACTORS, SERVANTS, OR EMPLOYEES. LICENSEE HEREBY RELEASES RAILWAY COMPANY AND OTHER RAILWAY COMPANIES OPERATING OVER THE TRACKS FROM ANY DAMAGE TO THE PIPELINE FROM ANY CAUSE WHATSOEVER.

4. It shall be the exclusive duty and responsibility of Licensee to inspect the property subject to this Agreement to make sure that it is safe for the entry of its employees, agents and contractors. Licensee shall advise all of its employees, agents and contractors entering the property of any safety hazards on the property, including, without limitation, the presence of moving vehicles, buried cables, tripping hazards and overhead wires. Licensee shall instruct all of its employees, agents and contractors entering the property that all persons, equipment and supplies must maintain a distance of at least twenty-five feet (25') from the centerline of the track unless authorized by the on-site railroad flagman to be closer than twenty-five feet

(25'). Licensee shall ensure that no personnel, equipment or supplies under its control are within the clearance point of the track when moving railroad equipment may be seen from or heard at the property subject to this Agreement. Finally, Licensee shall adopt, publish and enforce safety rules for its employees, agents and contractors that will be on Railway Company's right of way consistent with the requirements of this Section.

5. Rights herein granted are personal and may not be assigned without Railway Company's written consent. The provisions of this Agreement shall be binding upon the successors and permitted assigns of both parties.

6. Upon termination of this Agreement, Licensee shall fill pipeline with a suitable flow able fill material and seal (casings abandoned or replaced by new location work shall be backfilled by methods and materials as directed by the Engineer). The location of abandoned facilities shall be recorded and records maintained by the pipeline owner. Licensee shall restore the property to its original state. Upon failure of Licensee to fill the pipeline and restore the property to its original state, Railway Company may fill it and restore the property to its original state at Licensee's expense, which cost and expense Licensee agrees to pay.

7. Licensee shall not enter nor commence construction on or under Railway Company's property or right-of-way unless accompanied by a Railway Company qualified construction observer and flagger to oversee Licensee's work on Railway Company's property or right-of-way. Licensee will be responsible for all construction observer, flagging and mobilization costs, herein referred to as "Services", and arranging for these necessary Services associated with the installation. To enable arrangements to oversee for these Services that are to be performed under this Agreement, Licensee must submit a written scheduling request to Railway Company's Scheduling Agent, hereinafter referred to as "Scheduling Agent", which request is received by the Scheduling Agent for approved Railway Company qualified construction observer and flagging contractor a minimum of thirty (30) Business Days in advance before Licensee proposes to commence work on or under Railway Company's property or right-of-way. (A "Business Day" is any day Monday through Friday which is neither a federal holiday nor a state holiday at the address of Railway Company's scheduling agent stated below.) The request must contain Licensee's name, the date of this Agreement, the location of the work to be performed, and how many consecutive Business Days will be required for Licensee to complete the work.

Licensee will, upon receipt of an invoice from Scheduling Agent specifying in reasonable detail Scheduling Agent's costs and expenses of providing these Services, reimburse Scheduling Agent for all of their costs and expenses of providing an inspection, flagging and mobilization prior to installation.

Railway Company's designation of a company or individual as a Railway Company "qualified" flagger or flagger provider, or Scheduling Agent, shall be construed solely as Railway Company's willingness to allow said individual or entity to provide Services on Railway Company's property or right-of-way without further proof of qualification, and shall not be construed as an endorsement or other verification of the abilities or qualifications of said Scheduling Agent by Railway Company. All flaggers or Scheduling Agents provided herein shall be treated solely as independent contractors of Licensee, with no relationship to Railway Company, for all purposes herein. Licensee and its agents, employees and contractors will clear the tracks when directed to do so by the flagger. The presence of the flagger will not relieve Licensee of its duty to keep all of its agents, employees and contractors clear of the tracks when trains are in dangerous proximity to the licensed area. The actions or inactions of the flagger shall be construed for all purposes herein as the actions or inactions of the Licensee, and shall be governed by Licensee's duties of indemnification, and saving harmless under Section 3 of this Agreement.

If Licensee's scheduling request fails to reach Scheduling Agent at least thirty (30) Business Days before Licensee's proposed commencement of work, Railway Company may refuse to allow commencement of the work on the Licensee's proposed commencement date. If Railway Company will

not allow the work to proceed on Licensee's proposed commencement date because the scheduling request did not reach Scheduling Agent in time, Railway Company will inform Licensee of this fact as promptly as possible and work with Licensee to arrange an alternative commencement date for the work.

The construction observer and flagger will remain at the site on a reasonably continuous basis to oversee the work, and charges will accrue for each day spent awaiting the completion of the work and the installation of appropriate signs marking where Licensee's facilities enter and leave Railway Company's property and right-of-way. If installation takes longer than contracted for with Scheduling Agent, Licensee will, upon receipt of an invoice from Scheduling Agent specifying in reasonable detail Scheduling Agent's costs and expenses of providing the inspection, flagging and mobilization, reimburse Scheduling Agent for all of Scheduling Agent's costs and expenses of providing an inspector, flagger and mobilization.

Once Licensee has submitted its scheduling request to Scheduling Agent, should Licensee require a change to the scheduled date, Licensee shall provide Scheduling Agent at least two (2) Business Days' notice prior to the requested start date of the work. If Licensee fails to provide two (2) Business Days' notice of the change, Licensee shall be charged, and agrees to pay, the daily rate, and any travel costs actually incurred, for the construction observer, flagging and mobilization for one (1) day.

8. Licensee agrees to pay to Railway Company for the use of Railway Company's right-of-way and the privilege hereby granted, such use and privilege being expressly limited to the facilities described in Section 1 above, the one-time sum of 9,375 AND NO/100 DOLLARS (\$9,375.00) upon execution of this Agreement. Licensee shall pay Railway Company an additional license fee, set in accordance with Railway Company's then current fee schedule, for any additional pipelines, wires or facilities permitted by Railway Company and associated with the crossing.

9. The term of this Agreement shall be for a period of ten (10) years, beginning on the date first written above, and will automatically renew at the end of the initial ten (10) year term for additional one (1) year periods until cancelled by either party upon thirty (30) days advance notice. Notwithstanding the above, either party may terminate this Agreement at any time upon thirty (30) days written notice.

10. Environmental Protection: Licensee shall not permit hazardous waste, hazardous substances or hazardous materials (as those terms are defined in any federal, state or local law, rule, regulation or ordinance) on or in the area covered by this Agreement without the written consent of Railway Company.

Licensee shall at all times keep the area covered by this Agreement in a safe, clean and sanitary condition, and shall not mutilate, damage, misuse, alter or permit waste therein. Should any discharge, leakage, spillage or emission of any hazardous waste, hazardous substance or hazardous material or pollution of any kind occur upon, in, into, under or from the area covered by this Agreement due to Licensee's use and occupancy thereof, Licensee, at its sole cost and expense, shall clean all property affected thereby, to the satisfaction of Railway Company and any governmental body having jurisdiction thereover.

Licensee shall comply with all applicable ordinances, rules, regulations, requirements and laws whatsoever including (by way of illustration only and not by way of limitation) any governmental authority or court controlling environmental standards and conditions on the premises and shall furnish satisfactory evidence of such compliance upon request by Railway Company. **IF, AS A RESULT OF LICENSEE'S OPERATION HEREUNDER, ANY SUCH ORDINANCE, RULE, REGULATION, REQUIREMENT, DECREE, CONSENT DECREE, JUDGMENT, PERMIT OR LAW IS VIOLATED, OR IF, AS A RESULT OF ANY ACTION BY LICENSEE, ANY HAZARDOUS OR TOXIC WASTE, MATERIALS OR SUBSTANCES SHOULD ENTER OR OTHERWISE AFFECT ANY PART OF THE AREA COVERED BY THIS AGREEMENT (INCLUDING SURFACE, SUBSURFACE, AIRBORNE AND/OR GROUND CONTAMINATION), LICENSEE SHALL**

INDEMNIFY AND SAVE HARMLESS RAILWAY COMPANY FROM AND AGAINST ANY PENALTIES, FINES, COSTS, RESPONSE, REMEDIAL, REMOVAL AND CLEAN-UP COSTS, CORRECTIVE ACTION, NATURAL RESOURCE DAMAGE AND DAMAGES AND EXPENSES OF ANY OTHER NATURE WHATSOEVER, INCLUDING LEGAL FEES AND COURT COSTS, IMPOSED UPON OR INCURRED BY RAILWAY COMPANY, CAUSED BY, RESULTING FROM OR IN CONNECTION WITH SUCH VIOLATION OR VIOLATIONS.

FOR THE PURPOSES OF THIS ENVIRONMENTAL PROTECTION SECTION, LICENSEE AGREES TO INDEMNIFY AND SAVE HARMLESS RAILWAY COMPANY FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, ACTIONS, LIABILITY, RESPONSIBILITY AND CAUSES OF ACTION (WHETHER ARISING IN OR OUT OF TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE) ASSERTED AGAINST THEM FOR DEATH, INJURY, LOSS OR DAMAGE RESULTING TO RAILWAY COMPANY'S EMPLOYEES OR PROPERTY, OR TO LICENSEE OR LICENSEE'S EMPLOYEES OR PROPERTY, OR TO ANY OTHER PERSONS OR THEIR PROPERTY, AND FOR ALL PENALTIES, FINES, COSTS, RESPONSE, REMOVAL, REMEDIAL AND CLEAN UP COSTS, CORRECTIVE ACTION, NATURAL RESOURCE DAMAGE AND DAMAGES AND EXPENSES OF ANY OTHER NATURE WHATSOEVER, INCLUDING LEGAL FEES AND COURT COSTS, ARISING FROM, RELATED TO OR HAPPENING IN CONNECTION WITH THE USE OF THE AREA COVERED BY THIS AGREEMENT BY LICENSEE AND ITS AGENTS, REPRESENTATIVES, SERVANTS, EMPLOYEES AND CONTRACTORS.

FOR THE PURPOSES OF THIS ENVIRONMENTAL PROTECTION SECTION, LICENSEE FURTHER AGREES THAT ITS OBLIGATION OF INDEMNIFICATION AND SAVING HARMLESS HEREUNDER SHALL BE STRICT AND ABSOLUTE AND SHALL REMAIN IN FULL EFFECT IRRESPECTIVE OF ANY NEGLIGENCE ON THE PART OF RAILWAY COMPANY.

11. So long as this Agreement is in effect Licensee agrees to maintain comprehensive general liability and contractual liability insurance with minimum limits of two million dollars (\$2,000,000.00) per occurrence, four million dollars (\$4,000,000.00) aggregate. Licensee shall provide automobile liability coverage in the amount of one million dollars (\$1,000,000.00) combined single limit. In addition, Licensee shall provide or require minimum statutory worker's compensation coverage for all covered employees who are on Railway Company's property. Licensee must also provide a Railroad Protective Liability Insurance policy naming the Railway Company as the Named Insured with coverage limits of at least two million dollars (\$2,000,000.00) per occurrence and six million dollars (\$6,000,000.00) aggregate. The original Railroad Protective Liability policy shall be promptly furnished to Railway Company. Each policy must be issued by financially reputable insurers licensed to do business in all jurisdictions where work is performed during the term of the Agreement. A certificate of insurance will be provided to Railway Company by Licensee, reasonably satisfactory to Railway Company in form and content, evidencing that all required coverage is in force and have been endorsed to provide that no policy will be canceled or materially altered without first giving the Railway Company thirty (30) day's prior written notice. Commercial general liability policy will name Railway Company as an additional insured and, to the fullest extent allowed under law, will contain a waiver of subrogation in favor of Railway Company. All policies will be primary to any insurance or self-insurance the Railway Company may maintain for acts or omissions of Licensee or anyone for whom Licensee is responsible. Any deductible or self-insured retention on the required insurance shall be the responsibility of Licensee. Licensee will include copies of relevant endorsements or policy provisions with the required certificate of insurance. Nothing contained in this Section limits Licensee's liability to the Railway Company to the limits of insurance certified or carried by Licensee. If Licensee utilizes subcontractors in performance of this Agreement, the subcontractors must meet the same insurance requirements as the Licensee. If a subcontractor does not meet the coverage

requirements of this Section, subcontractor must either supplement the deficient areas of coverage or Licensee must certify that Licensee has acquired sufficient coverage to supplement the deficiency of subcontractor.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their authorized representatives as of the date first above written.

THE MERIDIAN SPEEDWAY, LLC

By: _____

Title: _____

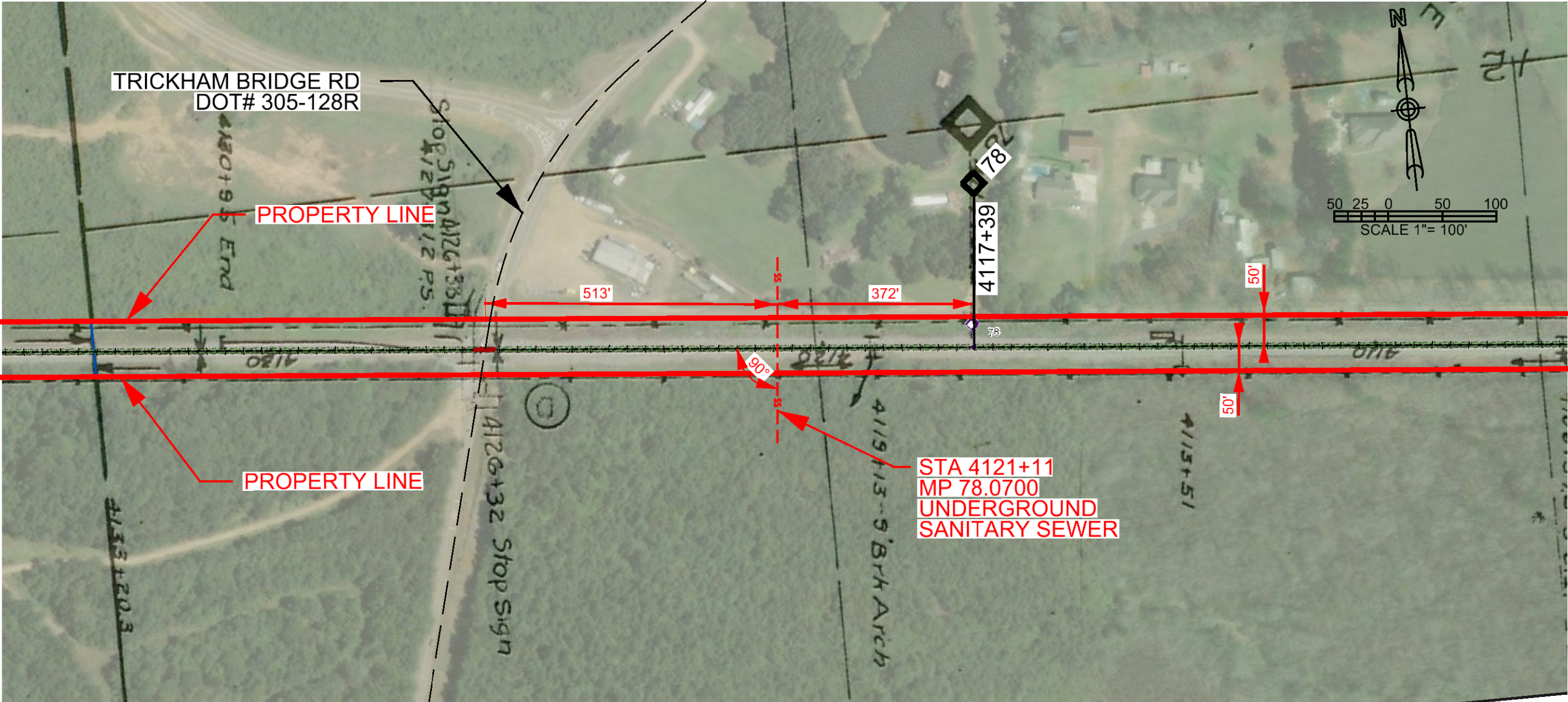
Date: _____

CITY OF BRANDON

By: _____

Title: _____

Date: _____



NOTE: IN CASE OF EMERGENCY CONTACT KCS CRITICAL INCIDENT DESK IMMEDIATELY AT 877-527-9464.

SPECIFICATIONS:

CARRIER		CASING	INSTALLATION DETAILS
TYPE	SANITARY SEWER	N/A	METHOD OF INSTALLATION: DRY BORE
MIN. YIELD STRENGTH	115 PSI	35,000 PSI	BURY: BASE OF RAIL: 18.8'
LENGTH OF PIPE IN ROW:	100'	100'	BURY: (NOT BENEATH TRACKS) 6.7'
OUTSIDE DIAMETER:	12"	24"	BURY: (ROADWAY DITCHES) 6.7'
PIPE MATERIAL:	PVC SDR-26	STEEL	CATHODIC PROTECTION: N/A
WALL THICKNESS:	.49"	.406	CASING VENTED: YES VENTS ABOVE SURFACE: 2
WORKING PRESSURE:	GRAVITY	N/A	NUMBER OF VENTS: 2
TYPE OF JOINT:	GASKET	WELD	SEALS BOTH ENDS: YES TYPE: LINK SEAL
COATING:	N/A	COAL TAR ENAMEL	PARALLEL DISTANCE FROM CL OF TRACK: N/A

KANSAS CITY SOUTHERN
RAILWAY COMPANY



Date:	02-15-2023	APPROVED BY:	
Drawn By:	AYV		
Checked By:	MPL		
Company:	WILSON & COMPANY, INC.		
Sheet No:	1 of 1	Map #: V2/19	22-14195
Scale:	1" = 200'	KCS FILE NO:	

EXHIBIT "A"

PROPOSED UNDERGROUND
SANITARY SEWER PIPELINE CROSSING FOR
CITY OF BRANDON
AT MP 78.0700
MERIDIAN SUBDIVISION
BRANDON, MS (32.289784, -89.950307)

This map is used by KCS and its subsidiary companies in the ordinary course of business. It is intended as an illustration and should be used only with the express understanding that they make no representations whatsoever about the quality, accuracy, errors, or omissions relating to this map. This map should not be scaled for accurate measurements.

PIPELINE CROSSING CONTRACT (KCS Contract No. _____)

THIS AGREEMENT is effective this December 22, 2022 by and between **MERIDIAN SPEEDWAY, LLC**, a Delaware limited liability company, called herein "Railway Company", and **CITY OF BRANDON**, to be addressed at 1000 Municipal Drive, Brandon, Mississippi 39042, called herein "Licensee".

1. Railway Company, without any warranty or guarantee of suitability of the premises for Licensee's or any other purpose, hereby permits Licensee a license to construct, maintain, operate, use and remove a proposed Meridian Speedway pipeline under Railway Company's tracks and right-of-way at Mile Post VM 78.86 (Meridian Subdivision) Brandon (Rankin County), Mississippi, the course of the pipeline being described as follows:

As indicated on print of drawing no. 22-14196 dated 10-28-202, marked Exhibit "A", attached hereto and incorporated herein by reference.

The rights granted under this Agreement are subject to all outstanding superior rights whether or not of record (including those in favor of licensees and lessees of Railway Company's property, and others) and the right of Railway Company to renew and extend the same, and is made without covenant of title, or for quiet enjoyment. Railway Company does not warrant title and Licensee accepts the rights granted herein and shall make no claim against Railway Company for deficiency of title. Licensee acknowledges that the Railway Company's interest in the right-of-way varies from segment to segment and may include lesser interests than fee title. Licensee shall, at Licensee's sole cost and expense, obtain any and all necessary rights and consents from parties other than Railway Company which may have or claim any right, title or interest in the property upon which the Railway Company's right-of-way is located.

2. The carrier pipe shall consist of 12" x 100' PVC SDR-26 having a minimum wall thickness of 0.49" and a minimum yield point of 115 PSI and shall be encased in a 24" x 100' steel having a minimum wall thickness of 0.406" and a minimum yield point of 3,500 PSI. Maximum operating pressure of the pipeline shall not be greater than the force of gravity. Licensee expressly agrees that its under-track installation shall be by Conventional Dry Bore method and that no boring or excavation shall occur within Railway Company's right-of-way, nor shall any boring occur in the track embankment. The angle of the pipeline crossing beneath Railway Company's property and tracks shall be no less than 90°.

Construction, maintenance, operation, use and removal of the pipeline shall not endanger the safety or condition of Railway Company's property in any way, or the operation of trains or cars, and the pipeline shall be laid at a minimum depth of 22.95' below the bottom of Railway Company's base of rail and at a minimum depth of 7.85' below ground level at all other points on the right-of-way. Excavations made on Railway Company's property shall be promptly refilled by Licensee, the earth well tamped, and the ground left in the same condition as before laying of the pipeline.

The pipeline shall be maintained so as to prevent the escape of its contents being conveyed. Connections or valves shall not be placed in the pipeline nearer than forty feet (40') from the center of Railway Company's nearest track. Further, the pipeline and its operation and use, shall comply with any and all applicable governmental laws, rules, and regulations. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a) (7), 60-250.5, 60-741.5, and 29 C.F. R. part 470, relating to equal employment opportunity, if applicable. If required by Railway Company, gates and check valves shall be placed in convenient locations. Licensee agrees that no hydrostatic pressure testing shall be allowed unless the carrier pipe has been encased in a steel casing meeting Railway Company and AREMA specifications.

Construction, maintenance, operation, use and removal of the pipeline shall not endanger the safety or condition of Railway Company's employees or property in any way, or the operation of trains or cars. The location of the pipeline shall be marked, with markers maintained and plainly visible at the right-of-way lines.

3. Licensee shall promptly make necessary repairs to the pipeline, and, in the event of Licensee's failure to do so, repairs may be made by Railway Company at Licensee's expense, which cost Licensee expressly agrees to pay upon presentation of the bill.

Should Railway Company at any time decide a change in the location or other changes in the pipeline are desirable, Licensee will at its cost make the changes at Railway Company's request within thirty (30) days after receipt of written notice from Railway Company, and, upon the failure of Licensee to do so, Railway Company may make such changes at Licensee's expense, which expense Licensee expressly agrees to pay upon receipt of the bill.

LICENSEE HEREBY ASSUMES ANY AND ALL RISKS ARISING OUT OF, INCIDENT TO, OR IN ANY WAY CONNECTED WITH THE CONSTRUCTION, MAINTENANCE, OPERATION, USE OR REMOVAL OF THE PIPELINE. IN CONSIDERATION OF THE PRIVILEGES HEREIN GRANTED, LICENSEE, TO THE FULLEST EXTENT PERMITTED BY LAW, EXPRESSLY AGREES TO INDEMNIFY AND SAVE HARMLESS RAILWAY COMPANY AND ANY OTHER RAILWAY COMPANIES OPERATING OVER OR USING THE TRACKS OF RAILWAY COMPANY, ITS OR THEIR OFFICERS, AGENTS, REPRESENTATIVES, CONTRACTORS, SERVANTS AND EMPLOYEES, SUCCESSORS AND ASSIGNS, AS THE CASE MAY BE, FROM AND AGAINST ANY AND ALL ACTIONS, PROCEEDINGS, CLAIMS, DEMANDS, LOSSES, OUTLAYS, DAMAGES, LIABILITIES AND EXPENSES (WHETHER ARISING IN OR BASED UPON TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE) INCLUDING ATTORNEYS' FEES, WHICH MAY BE INCURRED ON ACCOUNT OF INJURY TO OR DEATH OF ANY PERSON WHOMSOEVER, OR LOSS OF OR DAMAGE TO ANY PROPERTY IN ANY WAY, DIRECTLY OR INDIRECTLY, RESULTING FROM, ARISING OUT OF, OR CONNECTED WITH THE CONSTRUCTION, MAINTENANCE, OPERATION, USE OR REMOVAL OF THE PIPELINE BY LICENSEE OR BY ANYONE ACTING IN ITS BEHALF, ITS OR THEIR, AS THE CASE MAY BE, EXERCISE OF OR PERFORMANCE OF OR ITS OR THEIR FAILURE TO EXERCISE OR PERFORM ANY OF THE RIGHTS, PRIVILEGES, DUTIES OR OBLIGATIONS GRANTED OR IMPOSED UNDER THE PROVISIONS OF THIS AGREEMENT. LICENSEE, TO THE FULLEST EXTENT PERMITTED BY LAW, AGREES TO INDEMNIFY AND SAVE HARMLESS RAILWAY COMPANY AND OTHER RAILWAY COMPANIES OPERATING OVER OR USING THE TRACKS OF RAILWAY COMPANY, ITS OR THEIR OFFICERS, AGENTS, REPRESENTATIVES, CONTRACTORS, SERVANTS AND EMPLOYEES, SUCCESSORS AND ASSIGNS FROM AND AGAINST THEIR OWN NEGLIGENCE, EXCEPT FOR SUCH INJURY, DEATH, LOSS OR DAMAGE WHICH MAY BE DUE TO THE SOLE ACTIVE NEGLIGENCE OF RAILWAY COMPANY, ITS OFFICERS, AGENTS, REPRESENTATIVES, CONTRACTORS, SERVANTS, OR EMPLOYEES. LICENSEE HEREBY RELEASES RAILWAY COMPANY AND OTHER RAILWAY COMPANIES OPERATING OVER THE TRACKS FROM ANY DAMAGE TO THE PIPELINE FROM ANY CAUSE WHATSOEVER.

4. It shall be the exclusive duty and responsibility of Licensee to inspect the property subject to this Agreement to make sure that it is safe for the entry of its employees, agents and contractors. Licensee shall advise all of its employees, agents and contractors entering the property of any safety hazards on the property, including, without limitation, the presence of moving vehicles, buried cables, tripping hazards and overhead wires. Licensee shall instruct all of its employees, agents and contractors entering the property that all persons, equipment and supplies must maintain a distance of at least twenty-five feet (25') from the centerline of the track unless authorized by the on-site railroad flagman to be closer than twenty-five feet

(25'). Licensee shall ensure that no personnel, equipment or supplies under its control are within the clearance point of the track when moving railroad equipment may be seen from or heard at the property subject to this Agreement. Finally, Licensee shall adopt, publish and enforce safety rules for its employees, agents and contractors that will be on Railway Company's right of way consistent with the requirements of this Section.

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6. Upon termination of this Agreement, Licensee shall fill pipeline with a suitable flow able fill material and seal (casings abandoned or replaced by new location work shall be backfilled by methods and materials as directed by the Engineer). The location of abandoned facilities shall be recorded and records maintained by the pipeline owner. Licensee shall restore the property to its original state. Upon failure of Licensee to fill the pipeline and restore the property to its original state, Railway Company may fill it and restore the property to its original state at Licensee's expense, which cost and expense Licensee agrees to pay.

7. Licensee shall not enter nor commence construction on or under Railway Company's property or right-of-way unless accompanied by a Railway Company qualified construction observer and flagger to oversee Licensee's work on Railway Company's property or right-of-way. Licensee will be responsible for all construction observer, flagging and mobilization costs, herein referred to as "Services", and arranging for these necessary Services associated with the installation. To enable arrangements to oversee for these Services that are to be performed under this Agreement, Licensee must submit a written scheduling request to Railway Company's Scheduling Agent, hereinafter referred to as "Scheduling Agent", which request is received by the Scheduling Agent for approved Railway Company qualified construction observer and flagging contractor a minimum of thirty (30) Business Days in advance before Licensee proposes to commence work on or under Railway Company's property or right-of-way. (A "Business Day" is any day Monday through Friday which is neither a federal holiday nor a state holiday at the address of Railway Company's scheduling agent stated below.) The request must contain Licensee's name, the date of this Agreement, the location of the work to be performed, and how many consecutive Business Days will be required for Licensee to complete the work.

Licensee will, upon receipt of an invoice from Scheduling Agent specifying in reasonable detail Scheduling Agent's costs and expenses of providing these Services, reimburse Scheduling Agent for all of their costs and expenses of providing an inspection, flagging and mobilization prior to installation.

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not allow the work to proceed on Licensee's proposed commencement date because the scheduling request did not reach Scheduling Agent in time, Railway Company will inform Licensee of this fact as promptly as possible and work with Licensee to arrange an alternative commencement date for the work.

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8. Licensee agrees to pay to Railway Company for the use of Railway Company's right-of-way and the privilege hereby granted, such use and privilege being expressly limited to the facilities described in Section 1 above, the one-time sum of NINE THOUSAND THREE HUNDRED SEVENTY-FIVE AND NO/100 DOLLARS (\$9,375.00) upon execution of this Agreement. Licensee shall pay Railway Company an additional license fee, set in accordance with Railway Company's then current fee schedule, for any additional pipelines, wires or facilities permitted by Railway Company and associated with the crossing.

9. The term of this Agreement shall be for a period of ten (10) years, beginning on the date first written above, and will automatically renew at the end of the initial ten (10) year term for additional one (1) year periods until cancelled by either party upon thirty (30) days advance notice. Notwithstanding the above, either party may terminate this Agreement at any time upon thirty (30) days written notice.

10. Environmental Protection: Licensee shall not permit hazardous waste, hazardous substances or hazardous materials (as those terms are defined in any federal, state or local law, rule, regulation or ordinance) on or in the area covered by this Agreement without the written consent of Railway Company.

Licensee shall at all times keep the area covered by this Agreement in a safe, clean and sanitary condition, and shall not mutilate, damage, misuse, alter or permit waste therein. Should any discharge, leakage, spillage or emission of any hazardous waste, hazardous substance or hazardous material or pollution of any kind occur upon, in, into, under or from the area covered by this Agreement due to Licensee's use and occupancy thereof, Licensee, at its sole cost and expense, shall clean all property affected thereby, to the satisfaction of Railway Company and any governmental body having jurisdiction thereover.

Licensee shall comply with all applicable ordinances, rules, regulations, requirements and laws whatsoever including (by way of illustration only and not by way of limitation) any governmental authority or court controlling environmental standards and conditions on the premises and shall furnish satisfactory evidence of such compliance upon request by Railway Company. **IF, AS A RESULT OF LICENSEE'S OPERATION HEREUNDER, ANY SUCH ORDINANCE, RULE, REGULATION, REQUIREMENT, DECREE, CONSENT DECREE, JUDGMENT, PERMIT OR LAW IS VIOLATED, OR IF, AS A RESULT OF ANY ACTION BY LICENSEE, ANY HAZARDOUS OR TOXIC WASTE, MATERIALS OR SUBSTANCES SHOULD ENTER OR OTHERWISE AFFECT ANY PART OF THE AREA COVERED BY THIS AGREEMENT (INCLUDING SURFACE, SUBSURFACE, AIRBORNE AND/OR GROUND CONTAMINATION), LICENSEE SHALL**

INDEMNIFY AND SAVE HARMLESS RAILWAY COMPANY FROM AND AGAINST ANY PENALTIES, FINES, COSTS, RESPONSE, REMEDIAL, REMOVAL AND CLEAN-UP COSTS, CORRECTIVE ACTION, NATURAL RESOURCE DAMAGE AND DAMAGES AND EXPENSES OF ANY OTHER NATURE WHATSOEVER, INCLUDING LEGAL FEES AND COURT COSTS, IMPOSED UPON OR INCURRED BY RAILWAY COMPANY, CAUSED BY, RESULTING FROM OR IN CONNECTION WITH SUCH VIOLATION OR VIOLATIONS.

FOR THE PURPOSES OF THIS ENVIRONMENTAL PROTECTION SECTION, LICENSEE AGREES TO INDEMNIFY AND SAVE HARMLESS RAILWAY COMPANY FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, ACTIONS, LIABILITY, RESPONSIBILITY AND CAUSES OF ACTION (WHETHER ARISING IN OR OUT OF TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE) ASSERTED AGAINST THEM FOR DEATH, INJURY, LOSS OR DAMAGE RESULTING TO RAILWAY COMPANY'S EMPLOYEES OR PROPERTY, OR TO LICENSEE OR LICENSEE'S EMPLOYEES OR PROPERTY, OR TO ANY OTHER PERSONS OR THEIR PROPERTY, AND FOR ALL PENALTIES, FINES, COSTS, RESPONSE, REMOVAL, REMEDIAL AND CLEAN UP COSTS, CORRECTIVE ACTION, NATURAL RESOURCE DAMAGE AND DAMAGES AND EXPENSES OF ANY OTHER NATURE WHATSOEVER, INCLUDING LEGAL FEES AND COURT COSTS, ARISING FROM, RELATED TO OR HAPPENING IN CONNECTION WITH THE USE OF THE AREA COVERED BY THIS AGREEMENT BY LICENSEE AND ITS AGENTS, REPRESENTATIVES, SERVANTS, EMPLOYEES AND CONTRACTORS.

FOR THE PURPOSES OF THIS ENVIRONMENTAL PROTECTION SECTION, LICENSEE FURTHER AGREES THAT ITS OBLIGATION OF INDEMNIFICATION AND SAVING HARMLESS HEREUNDER SHALL BE STRICT AND ABSOLUTE AND SHALL REMAIN IN FULL EFFECT IRRESPECTIVE OF ANY NEGLIGENCE ON THE PART OF RAILWAY COMPANY.

11. So long as this Agreement is in effect Licensee agrees to maintain comprehensive general liability and contractual liability insurance with minimum limits of two million dollars (\$2,000,000.00) per occurrence, four million dollars (\$4,000,000.00) aggregate. Licensee shall provide automobile liability coverage in the amount of one million dollars (\$1,000,000.00) combined single limit. In addition, Licensee shall provide or require minimum statutory worker's compensation coverage for all covered employees who are on Railway Company's property. Licensee must also provide a Railroad Protective Liability Insurance policy naming the Railway Company as the Named Insured with coverage limits of at least two million dollars (\$2,000,000.00) per occurrence and six million dollars (\$6,000,000.00) aggregate. The original Railroad Protective Liability policy shall be promptly furnished to Railway Company. Each policy must be issued by financially reputable insurers licensed to do business in all jurisdictions where work is performed during the term of the Agreement. A certificate of insurance will be provided to Railway Company by Licensee, reasonably satisfactory to Railway Company in form and content, evidencing that all required coverage is in force and have been endorsed to provide that no policy will be canceled or materially altered without first giving the Railway Company thirty (30) day's prior written notice. Commercial general liability policy will name Railway Company as an additional insured and, to the fullest extent allowed under law, will contain a waiver of subrogation in favor of Railway Company. All policies will be primary to any insurance or self-insurance the Railway Company may maintain for acts or omissions of Licensee or anyone for whom Licensee is responsible. Any deductible or self-insured retention on the required insurance shall be the responsibility of Licensee. Licensee will include copies of relevant endorsements or policy provisions with the required certificate of insurance. Nothing contained in this Section limits Licensee's liability to the Railway Company to the limits of insurance certified or carried by Licensee. If Licensee utilizes subcontractors in performance of this Agreement, the subcontractors must meet the same insurance requirements as the Licensee. If a subcontractor does not meet the coverage

requirements of this Section, subcontractor must either supplement the deficient areas of coverage or Licensee must certify that Licensee has acquired sufficient coverage to supplement the deficiency of subcontractor.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their authorized representatives as of the date first above written.

MERIDIAN SPEEDWAY, LLC

By: _____

Patrick J. Ottensmeyer

Title: President and Chief Executive Officer

Date: _____

CITY OF BRANDON

By: _____

Title: _____

Date: _____



ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/24/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ross & Yerger Insurance, Inc. P.O. Box 1139 Jackson, MS 39215 601 948-2900		CONTACT NAME: Tyler Thames PHONE (A/C, No, Ext): 601 948-2900 FAX (A/C, No): 6013553227 E-MAIL ADDRESS: tthames@rossandyerger.com															
INSURED Thornton Construction Co., Inc. 115 Bragg St. Brandon, MS 39047		INSURER(S) AFFORDING COVERAGE <table border="1"> <tr> <th>INSURER</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : Employers Mutual Cas Co</td> <td>21415</td> </tr> <tr> <td>INSURER B : EMCASCO Insurance Co.</td> <td>21407</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>		INSURER	NAIC #	INSURER A : Employers Mutual Cas Co	21415	INSURER B : EMCASCO Insurance Co.	21407	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ PD Ded:250 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:		2D7638223	07/31/2022	07/31/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		2E7638223	07/31/2022	07/31/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$10000		2J7638223	07/31/2022	07/31/2023	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	2H7638223	07/31/2022	07/31/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Leased/Rented Equipment		2C7638223	07/31/2022	07/31/2023	\$500,000 Max Per Item \$1,000,000 Max Occurr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

General Liability and Auto Liability policies include Blanket Additional Insured when required by written contract. General Liability, Auto Liability, and Workers Compensation include Blanket Waiver of Subrogation when required by written contract. All coverages are subject to policy terms, conditions, and exclusions.

CERTIFICATE HOLDER

CANCELLATION

Benchmark Engineering & Surveying, LLC
 101 Highpoint Court
 Suite B
 Brandon, MS 39042

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Dwight D. Wooten

ACORD™

Client#: 13196

THOCO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/19/2023

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PRODUCER

Ross & Yerger Insurance, Inc.

P.O. Box 1139

Jackson, MS 39215

601 948-2900

CONTACT NAME: Tyler Thames

PHONE (A/C, No, Ext): 601 948-2900

FAX (A/C, No): 6013553227

E-MAIL ADDRESS: tthames@rossandyerger.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Employers Mutual Cas Co

21415

INSURER B: EMCASCO Insurance Co.

21407

INSURER C: Hudson Insurance Group

25054

INSURER D:

INSURER E:

INSURER F:

INSURED

Thornton Construction Co., Inc.

115 Bragg St.

Brandon, MS 39047

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ PD Ded:250 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:		2D7638223	07/31/2022	07/31/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY		2E7638223	07/31/2022	07/31/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB CLAIMS-MADE DED ☒ RETENTION \$10000		2J7638223	07/31/2022	07/31/2023	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
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A	Leased/Rented Equipment		2C7638223	07/31/2022	07/31/2023	\$500,000 Max Per Item
C	Railroad Protect		RRP014873113080	02/01/23	02/01/24	\$1,000,000 Max Occurr. \$2,000,000/\$6,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

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CERTIFICATE HOLDER

City of Brandon
1000 Municipal Way
Brandon, MS 39042

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Dorothy A. Woodley

ACORD™

Client#: 13196

THOCO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/19/2023

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PRODUCER

Ross & Yerger Insurance, Inc.
P.O. Box 1139
Jackson, MS 39215
601 948-2900

CONTACT NAME: Tyler Thames

PHONE (A/C, No, Ext): 601 948-2900

FAX (A/C, No): 6013553227

E-MAIL ADDRESS: tthames@rossandyerger.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Employers Mutual Cas Co

21415

INSURER B: EMCASCO Insurance Co.

21407

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED

Thornton Construction Co., Inc.
115 Bragg St.
Brandon, MS 39047

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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A	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☒		2E7638223	07/31/2022	07/31/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
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CERTIFICATE HOLDER

Kansas City Southern Railroad
Company and its Affiliates
427 W. 12th St.
Kansas City, MO 34105

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Budley A. Wootley

ACORD™

Client#: 13196

THOCO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/19/2023

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P.O. Box 1139

Jackson, MS 39215

601 948-2900

CONTACT NAME: Tyler Thames

PHONE (A/C, No, Ext): 601 948-2900

FAX (A/C, No): 6013553227

E-MAIL ADDRESS: tthames@rossandyerger.com

INSURED

Kansas City Southern Railroad Company
and its Affiliates

427 W 12th St.

Kansas City, MO 64105

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Hudson/123ocp

25054

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ EACH OCCURRENCE \$ AGGREGATE \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY					PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				
A	Railroad Protect		RRP014873113080	02/01/2023	02/01/2024	\$2,000,000/\$6,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Kansas City Southern Railroad Co

and its Affiliates

427 W 12th St.

Kansas City, MO 64105

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Dwight A. Woodley



HUDSON RAILROAD PROTECTIVE LIABILITY GROUP

A voluntary membership organization whose principal office is:
c/o Steptoe & Johnson, Attn: Harry Lee; 1330 Connecticut Ave, NW, Washington, D.C. 20036

POLICY CERTIFICATE

THIS POLICY CERTIFICATE IS ISSUED UNDER MASTER POLICY NUMBER 201701
ISSUED TO HUDSON RAILROAD PROTECTIVE LIABILITY GROUP

Policy Number: RRP014873113080

Named Insured: Kansas City Southern Railway Company and its Affiliates
and its affiliates including Designated Employees and:

- 1) Any subsidiary company of such organization, including any subsidiary company thereof:
 - a. Existing at the effective date of this policy, or
 - b. Acquired during the "Policy Period"
- 2) Any other company controlled and actively managed by such organization or other subsidiary thereof;
 - a. At the effective date of this policy, or
 - b. Upon the acquisition of the control, and active management thereof if acquired during the "Policy Period."

Named Insured Mailing Address: 427 W 12th St. Kansas City, MO 64105

Contractor Name: Thomton Construction Co., Inc.

Contractor Address: 115 Bragg St. Branson, MS 39047

Project Work: Underground work

Location of Work: Grants Ferry Road, Brandon MS

Contract Cost within 50 ft: \$ 40,000 Contract # or Name: Grants Ferry Gravity Sewer

Work Performed For: - City of Brandon (1000 Municipal Drive Brandon, MS 39042)

Policy Period: EFFECTIVE DATE: 2/1/2023 12:01 AM to EXPIRATION DATE: 2/1/2024 12:01 AM

Limits of Liability: \$ 2,000,000 per occurrence; \$ 6,000,000 policy certificate aggregate
Limits apply separately to each policy certificate issued under the Master Policy.

Territory: United States of America

Premium: \$ 1,800.00 (Premium Shown is Both Deposit Premium and Minimum Earned Premium)

Notice: Notices required to be given by the Named Insured under this policy shall be sent to:
Attn: Claims Department, Hudson Insurance Company
100 William Street, 5th Floor; New York, N.Y. 10038
You may also call: 1-866-546-3981 or email: HudsonClaims300@HudsonInsGroup.com
to report or discuss a claim.

Wording: As per the Railroad Protective Form CG0035; CG2170; CG2176; CG2196; IL0021; HASB0010111; HTER0010115; ILP0010104; HUDRRP0030620; HUDPREMRP01 and all required state amendatory endorsements.

Terms: All other terms and conditions as per the referenced Policy Form above and applicable Endorsements.

Agent Name: Ross & Yerger Insurance, Inc.

Agent Address: 100 Vision Dr. Suite 100 Jackson, MS 39211

Program Administrator: 1230CP / Alliant Insurance Services Houston LLC; 1285 Drummers Lane, Suite 305, Wayne, PA 19087 866-883-7692

Authorized Representative

DATE: 1/9/2023

RAILROAD PROTECTIVE LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any occurrence and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverage A.

- b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" occurs during the policy period; and

- (2) The "bodily injury" or "property damage" arises out of acts or omissions at the "job location" which are related to or are in connection with the "work" described in the Declarations.

- c. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages assumed in a contract or agreement that is a "covered contract".

c. Completed Work

"Bodily injury" or "property damage" occurring after the "work" is completed. The "work" will be deemed completed at the earliest of the following times:

- (1) When all the "work" called for in the "contractor's" contract has been completed.
- (2) When all the "work" to be done at the "job location" has been completed.
- (3) When that part of the "work" done at the "job location" has been put to its intended use by you, the governmental authority or other contracting party.

This exclusion does not apply to "bodily injury" or "property damage" resulting from the existence of or removal of tools, uninstalled equipment or abandoned or unused materials.

d. Acts Or Omissions Of Insured

"Bodily injury" or "property damage", the sole proximate cause of which is an act or omission of any insured other than acts or omissions of any of "your designated employees". This exclusion does not apply to injury or damage sustained at the "job location" by any of "your designated employees" or employee of the "contractor", or by any employee of the governmental authority or any other contracting party (other than you) specified in the Declarations.

e. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law. This exclusion does not apply to any obligation of the insured under the Federal Employers Liability Act, as amended.

f. Pollution

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at or from the "job location":

- (1) Due to the past or present use of the "job location" by you or for you or others for the handling, storage, disposal, processing or treatment of waste; or
- (2) Due to the dumping or disposal of waste on the "job location" by the "contractor" with the knowledge of you or any of "your designated employees"; or
- (3) On which you or "contractors" working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the "job location" in connection with such operations by you, the "contractor" or "your designated employee". However, this subparagraph does not apply to:
 - (a) "Bodily injury" or "property damage" arising out of fuels or lubricants for equipment used at the "job location".
 - (b) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".
- (4) On which you or "contractors" working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

g. Damage To Owned, Leased Or Entrusted Property

"Property damage" to property owned by you or leased or entrusted to you under a lease or trust agreement.

h. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

COVERAGE B – PHYSICAL DAMAGE TO PROPERTY

1. Insuring Agreement

We will pay for "physical damage to property" to which this insurance applies. The "physical damage to property" must occur during the policy period. The "physical damage to property" must arise out of acts or omissions at the "job location" which are related to or in connection with the "work" described in the Declarations. The property must be owned by or leased or entrusted to you under a lease or trust agreement.

2. Exclusions

This insurance does not apply to "physical damage to property":

a. Completed Work

Occurring after the "work" is completed. The "work" will be deemed completed at the earliest of the following times:

- (1) When all the "work" called for in the "contractor's" contract has been completed.
- (2) When all the "work" to be done at the "job location" has been completed.
- (3) When that part of the "work" done at the "job location" has been put to its intended use by you, the governmental authority or other contracting party.

This exclusion does not apply to "physical damage to property" resulting from the existence of tools, uninstalled equipment or abandoned or unused materials.

b. Acts Or Omissions Of Insured

The sole proximate cause of which is an act or omission of any insured other than acts or omissions of any of "your designated employees".

c. Nuclear Incidents Or Conditions

Due to nuclear reaction, nuclear radiation or radioactive contamination or to any related act or condition.

d. Pollution

Due to the discharge, dispersal, seepage, migration, release or escape of "pollutants" excluded under Exclusion f. Pollution, Coverage A.

SUPPLEMENTARY PAYMENTS – COVERAGE A

We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

1. All expenses we incur.
2. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
3. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.
4. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
5. Expenses incurred by the insured for first aid administered to others at the time of an accident, for "bodily injury" to which this insurance applies.
6. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
7. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

These payments will not reduce the limits of insurance.

SECTION II – WHO IS AN INSURED

1. You are an insured.
2. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers and directors.
3. Your stockholders are insureds, but only with respect to their liability as stockholders.

4. Any railroad operating over your tracks is an insured.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
2. The Aggregate Limit is the most we will pay for the sum of all damages because of all "bodily injury", all "property damage" and all "physical damage to property".
3. Subject to Paragraph 2. above, the Each Occurrence Limit is the most we will pay for the sum of all damages because of all "bodily injury", all "property damage" and all "physical damage to property" arising out of any one occurrence.
4. Subject to Paragraph 3. above, the payment for "physical damage to property" shall not exceed the lesser of:
 - a. The actual cash value of the property at the time of loss; or
 - b. The cost to repair or replace the property with other property of like kind or quality.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – CONDITIONS

- A.** The following Conditions apply to Coverages A and B:

1. Assignment

Assignment of interest under this Coverage Part shall not bind us unless we issue an endorsement consenting to the assignment.

2. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

3. Cancellation

- a. You may cancel this policy by mailing or delivering to us advance written notice of cancellation.

- b. We may cancel this policy by mailing or delivering to you, the "contractor" and any involved governmental authority or other contracting party designated in the Declarations, at the respective mailing addresses last known to us, written notice of cancellation at least 60 days before the effective date of cancellation.
- c. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- d. If this policy is cancelled, any unearned premium will be refunded. If we cancel, the refund will be pro rata. If you cancel, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
- e. If notice is mailed, proof of mailing will be sufficient proof of notice.

4. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. You are authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

5. Inspections And Surveys

- a. We have the right to:
 - (1) Make inspections and surveys at any time;
 - (2) Give you reports on the conditions we find; and
 - (3) Recommend changes.
- b. We are not obligated to make inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - (1) Are safe or healthful; or
 - (2) Comply with laws, regulations, codes or standards.
- c. Paragraphs a. and b. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

- d. Paragraph b. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

6. Other Insurance

The insurance afforded by this policy is:

- a. Primary insurance and we will not seek contribution from any other insurance available to you except if the other insurance is provided by a contractor other than the designated contractor for the same operation and "job location"; and
- b. If the other insurance is available, we will share with that other insurance by the method described below.

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

7. Premium And Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Contract cost, the premium base shown in the Declarations, means the total cost of the operations described in the Declarations.
- c. The premium shown in the Declarations as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the "contractor" designated in the Declarations. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the contractor designated in the Declarations.

In no event shall the payment of premium be your obligation.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

B. The following Conditions apply to Coverage A only:

1. Legal Action Against Us

No person or organization has a right under this policy:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this policy unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this policy or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

2. Duties In The Event Of Occurrence, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an occurrence which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the occurrence took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the occurrence.
- b. If a claim is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and

- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Separation Of Insureds

Except with respect to the Limits of Insurance, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

C. The following Conditions apply to Coverage B only:

1. Appraisal

If you fail to agree with us on the value of the property, or the amount of loss, either you or we may make written demand for an appraisal of the loss within 60 days after proof of loss is filed. In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the value of the property and the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we still retain our right to deny the claim.

2. No Benefit To Bailee

No person or organization, other than you, having custody of the property will benefit from this insurance.

3. Insured's Duties In The Event Of A Loss

You must:

- a. Protect the property, whether or not the loss is covered by this policy. Any further loss due to your failure to protect the property shall not be recoverable under this policy. Reasonable expenses incurred in affording such protection shall be deemed to be incurred at our request; and
- b. Submit to us, as soon after the loss as possible, your sworn proof of loss containing the information we request to settle the loss and, at our request, make available the damaged property for examination.

4. Legal Action Against Us

No person or organization has a right under this policy to sue us on this policy unless all of its terms have been fully complied with and until 30 days after proof of loss is filed and the amount of loss is determined as provided in this policy.

5. Payment Of Loss

We may pay for the loss in money, but there can be no abandonment of any property to us.

SECTION V – DEFINITIONS

1. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
2. "Contractor" means the contractor designated in the Declarations and includes all subcontractors working directly or indirectly for that "contractor" but does not include you.
3. "Covered contract" means any contract or agreement to carry a person or property for a charge or any interchange contract or agreement respecting motive power, or rolling stock equipment.
4. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.
5. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
6. "Job location" means the job location designated in the Declarations including any area directly related to the "work" designated in the Declarations. "Job location" includes the ways next to it.
7. "Physical damage to property" means direct and accidental loss of or damage to rolling stock and their contents, mechanical construction equipment or motive power equipment, railroad tracks, roadbeds, catenaries, signals, bridges or buildings.
8. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.
9. "Property damage" means:
 - a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
 - b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the occurrence that caused it.
10. "Suit" means a civil proceeding in which damages because of "bodily injury" or "property damage" to which this insurance applies are alleged. "Suit" includes:
 - a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
11. "Work" means work or operations performed by the "contractor" including materials, parts or equipment furnished in connection with the work or operations.
12. "Your designated employee" means:
 - a. Any supervisory employee of yours at the "job location";
 - b. Any employee of yours while operating, attached to or engaged on work trains or other railroad equipment at the "job location" which are assigned exclusively to the "contractor"; or
 - c. Any employee of yours not described in Paragraph a. or b. above who is specifically loaned or assigned to the work of the "contractor" for the prevention of accidents or protection of property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

RAILROAD PROTECTIVE LIABILITY COVERAGE PART

If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF PUNITIVE DAMAGES RELATED TO A CERTIFIED ACT OF TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

A. The following exclusion is added:

This insurance does not apply to:

TERRORISM PUNITIVE DAMAGES

Damages arising, directly or indirectly, out of a "certified act of terrorism" that are awarded as punitive damages.

B. The following definition is added:

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and

2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

- C. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SILICA OR SILICA-RELATED DUST EXCLUSION

This endorsement modifies insurance provided under the following:

RAILROAD PROTECTIVE LIABILITY COVERAGE FORM

- A. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:**

2. Exclusions

This insurance does not apply to:

Silica Or Silica-Related Dust

- a. "Bodily injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, or ingestion of, "silica" or "silica-related dust".
- b. "Property damage" arising, in whole or in part, out of the actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
- c. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.

- B. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**

2. Exclusions

This insurance does not apply to:

Silica Or Silica-Related Dust

- a. "Personal and advertising injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
 - b. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.
- C. The following definitions are added to the Definitions Section:**
1. "Silica" means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.
 2. "Silica-related dust" means a mixture or combination of silica and other dust or particles.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

1. The insurance does not apply:

A. Under any Liability Coverage, to "bodily injury" or "property damage":

- (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:

- (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;
- (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
- (3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a) Any "nuclear reactor";
- (b) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel", or (3) handling, processing or packaging "waste";

(c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ASBESTOS EXCLUSION ENDORSEMENT

It is hereby understood and agreed that the following exclusion is added to Coverage A – **Bodily Injury and Property Damage Liability** and Coverage B – **Physical Damage to Property** of Section 1 – Coverage under paragraph 2.

Exclusions:

This insurance does not apply to any obligation of the Company:

- A. to investigate, settle or defend any claim or suit against any "insured" alleging actual or threatened injury or damage of any nature or kind including loss of use to persons or property which arises out of or would not have occurred but for:
 - (1) exposure to asbestos; or
 - (2) manifestation of any disease relating to the exposure to asbestos; during policy period or at any time prior to the policy period;
- B. to pay, contribute or indemnify another for any injury or damage resulting in judgments, settlements, loss, costs or expenses awarded or incurred that:
 - (1) arises out of any such claim or suit; or
 - (2) arises due to compliance with any action authorized by law relating to such injury or damage.

All other terms and conditions remain unchanged

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

DISCLOSURE – TERRORISM RISK INSURANCE ACT

THIS ENDORSEMENT IS MADE PART OF YOUR POLICY PURSUANT TO THE TERRORISM RISK INSURANCE ACT.

In accordance with the Terrorism Risk Insurance Act, including all amendments, ("TRIA" or the "Act"), we are required to provide you with a notice of the portion of your premium attributable to coverage for "certified acts of terrorism," the federal share of payment of losses from such acts, and the limitation or "cap" on our liability under the Act

Disclosure of Premium

The Company has made available coverage for "certified acts of terrorism" as defined in the Act, for **ZERO** additional premium.

Federal Participation In Payment of Terrorism Losses

If covered terrorism losses exceed a statutorily established deductible amount paid by the insurance company providing coverage, as specified in the Act, the United States Government generally reimburses 80% beginning on January 1, 2020 of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage.

Cap on Insurer Participation In Payment Of Terrorism Losses

If aggregate insured losses attributable to "certified acts of terrorism" exceed \$100 billion in a calendar year and we have met our deductible under the Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion. Nor shall Treasury make any payment for any portion of the amount of such losses that exceeds \$100 billion. In such case, insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FULLY EARNED PREMIUM ENDORSEMENT

This endorsement modifies insurance provided under the following:

RAILROAD PROTECTIVE LIABILITY COVERAGE PART

The following replaces SECTION IV – CONDITIONS; A; 3. Cancellation; d.

If this policy is cancelled, the earned premium may be determined by final audit. In no event will the final premium be less than 100% of the premium as described on the policy certificate.

The following replaces SECTION IV – CONDITIONS; A; 7. Premium and Premium Audit; c.

The premium shown on the policy certificate as advance premium is a deposit premium only. In no event will the final premium be less than 100% of the premium as described on the policy certificate. At the close of each audit period we reserve the right to compute the earned premium for that period and if there is any additional premium due, we will send notice to the "contractor" designated in the Declarations. The due date for audit additional premium is the date shown as the due date on the bill.

All other terms and conditions of the policy remain the same.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MISSISSIPPI CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

RAILROAD PROTECTIVE LIABILITY COVERAGE PART

A. Paragraph f. is added to the Cancellation Condition (Section IV – Conditions):

f. If:

- (1) You cancel this policy, we will notify any named creditor loss payee.
- (2) We cancel this policy, we will mail or deliver our written notice of cancellation to any named creditor loss payee in the same manner and at the same time as notification is given to you, the "contractor", any involved governmental authority or other contracting party designated in the Declarations, as stated in this Condition.

B. The following Condition is added and supersedes any provision to the contrary:

NONRENEWAL

1. If you do not renew this policy, we will notify any named creditor loss payee.
2. If we decide not to renew this policy, we will mail or deliver written notice of nonrenewal to you, the "contractor", any involved governmental authority or other contracting party designated in the Declarations and any named creditor loss payee, at least:
 - a. 10 days before the effective date of nonrenewal, if the nonrenewal is due to nonpayment of premium; or

b. 30 days before an anniversary date or the expiration date of the policy, if the nonrenewal is for any other reason.

3. The notice of nonrenewal will be mailed or delivered to you, the "contractor", any involved governmental authority or other contracting party designated in the Declarations and any named creditor loss payee, at the respective mailing addresses last known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

C. The requirements for notification of cancellation or nonrenewal of this policy, as stated in Paragraphs A. and B. above, supersede any other notification requirements to any named creditor loss payee, stated in this policy, including any endorsement attached to the policy.

D. Any named creditor loss payee may elect not to receive notification of cancellation or nonrenewal by providing us with a written release.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

FUNGI, VIRUS, OR BACTERIA EXCLUSION ENDORSEMENT

- A. It is hereby understood and agreed that the following exclusion is added to Coverage A
– **Bodily Injury and Property Damage Liability** – Coverage under paragraph 2.

Exclusions

This insurance does not apply to:

"Bodily injury" or "property damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi", "virus", bacteria or other microorganism, whether related, in any manner, to a declared or undeclared "epidemic or pandemic" that induces or is capable of inducing physical distress, illness or disease regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.

This exclusion applies, whether or not due to the insured's negligence, unintentional act or wrongdoing in the:

1. Abating, testing for, monitoring, clean up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi", "virus", bacteria or other microorganism, by any insured or by any other person or entity.
2. Failure to provide any state or governmental mandated personal protective equipment;
3. Failure to prevent the spread of the disease;
4. Failure to report the disease to authorities; or
5. Supervising, hiring, employing, training or monitoring of others, whether or not infected with and spread a communicable disease, by any insured.

This exclusion further applies to defense costs, fines and penalties related, in any manner, to the above. We shall have no duty to investigate, defend or settle any claim or "suit" related, in any manner, to the above.

It is further understood that this insurance will not become excess of any reduced or exhausted aggregate limit of any other insurance as a result of claims, suits, demands, judgments or causes of action arising any way out of or in any way related to the above.

- B. It is hereby understood and agreed that the following exclusion is added to Coverage B
– **Physical Damage to Property** of Section 1 – Coverage under paragraph 2.

Exclusions

This insurance does not apply to:

"Physical damage to property" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi", "virus", bacteria or other microorganism, whether related, in any manner, to a declared or undeclared "epidemic or pandemic" that induces or is capable of inducing physical distress, illness or disease regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.

This exclusion applies, whether or not due to the insured's negligence, unintentional act or wrongdoing in the:

1. Abating, testing for, monitoring, clean up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi", "virus", bacteria or other microorganism, by any insured or by any other person or entity.
2. Failure to provide any state or governmental mandated personal protective equipment;
3. Failure to prevent the spread of the disease;
4. Failure to report the disease to authorities; or
5. Supervising, hiring, employing, training or monitoring of others, whether or not infected with and spread a communicable disease, by any insured.

This exclusion further applies to defense costs, fines and penalties related, in any manner, to the above. We shall have no duty to investigate, defend or settle any claim or "suit" related, in any manner, to the above.

It is further understood that this insurance will not become excess of any reduced or exhausted aggregate limit of any other insurance as a result of claims, suits, demands, judgments or causes of action arising any way out of or in any way related to the above.

C. The following definitions are added to **SECTION V – DEFINITIONS**:

"Epidemic or pandemic" means an outbreak of an infectious disease transmissible from person to person (whether by direct contact with an affected individual, by casual contact with an affected person's secretions or objects touched by an affected person, by airborne means or by indirect means) that spreads and affects a significant proportion of a population, either geographically or globally.

"Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

"Virus" means any type of submicroscopic infectious agent that replicates only inside the living cells of an organism.

All other terms and conditions remain unchanged

U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: CHARLES SMITH
DATE: 03/01/2023
SUBJECT: **BLACK FORREST, LLC**

Asking for your consideration to approve the cost for mowing and trimming services from Black Forrest, LLC and authorize the Mayor to execute the same.

The service agreement is for mowing and string trimming of the City of Brandon's cemeteries according to the scope listed in the attached proposal at the per visit prices listed below.

- Mow and String Trim School Rd Cemetery - \$250.00 per cut
- Mow and String Trim HWY 468 Cemetery - \$1,050.00 per cut
- Mow and String Trim Old Brandon Cemetery - \$1,525.00 per cut
- Mow and String Trim Appleridge Cemetery - \$250.00 per cut

Thank you for your consideration in this matter. Please let us know if you have any questions.

ATTACHMENTS:

1. Black Forrest Cemetery Service Agreement 2023



**CITY OF BRANDON
1000 MUNICIPAL DRIVE
BRANDON, MISSISSIPPI 39042**

Brandon Cemeteries Lawn Maintenance

Date: March 1, 2023

Sales: Andrew Forrest

Email: blackforrestllcms@gmail.com

Phone: 601-594-5034

CONTRACT SERVICES	Visits	Visit Price
Highway 468 Cemetery Annual Lawn Maintenance	Priced per Visit	\$1050.00

Scope of Work

- Weekly Visits throughout growing season and as needed throughout remainder of year
- Mow and trim all areas as required.
- Grass clippings shall be raked, swept or blown clean from headstones, sidewalks, roads and walkways, and disposed of after each mowing.
- Trim grass edges neatly around headstones, planting beds, trees, fences, utility poles, fire hydrants, etc.
- Edging of all trees, hedges, shrubs, and flower beds as required so that these areas present a neat and clean cut appearance at all times.
- Trash pickup throughout the cemetery and drives. Does not include hauling off trash in the trash cans.

CONTRACT SERVICES	Visits	Visit Price
Highway 471/North College St Cemetery Annual Lawn Maintenance	Priced per Visit	\$1,525.00

Scope of Work

- Weekly Visits throughout growing season and as needed throughout remainder of year
- Mow and trim all areas as required.
- Grass clippings shall be raked, swept or blown clean from headstones, sidewalks, roads and walkways, and disposed of after each mowing.
- Trim grass edges neatly around headstones, planting beds, trees, fences, utility poles, fire hydrants, etc.
- Edging of all trees, hedges, shrubs, and flower beds as required so that these areas present a neat and clean cut appearance at all times.
- Trash pickup throughout the cemetery and drives. Does not include hauling off trash in the trash cans.

CONTRACT SERVICES	Visits	Visit Price
School Road Cemetery Annual Lawn Maintenance	Priced per Visit	\$250.00

Scope of Work

- Weekly Visits throughout growing season and as needed throughout remainder of year
- Mow and trim all areas as required.
- Grass clippings shall be raked, swept or blown clean from headstones, sidewalks, roads and walkways, and disposed of after each mowing.
- Trim grass edges neatly around headstones, planting beds, trees, fences, utility poles, fire hydrants, etc.
- Edging of all trees, hedges, shrubs, and flower beds as required so that these areas present a neat and clean cut appearance at all times.
- Trash pickup throughout the cemetery and drives. Does not include hauling off trash in the trash cans.

CONTRACT SERVICES	Visits	Visit Price
Apple Ridge Road Cemetery Annual Lawn Maintenance	Priced per Visit	\$250.00

Scope of Work

- Weekly Visits throughout growing season and as needed throughout remainder of year
- Mow and trim all areas as required.
- Grass clippings shall be raked, swept or blown clean from headstones, sidewalks, roads and walkways, and disposed of after each mowing.
- Trim grass edges neatly around headstones, planting beds, trees, fences, utility poles, fire hydrants, etc.
- Edging of all trees, hedges, shrubs, and flower beds as required so that these areas present a neat and clean cut appearance at all times.
- Trash pickup throughout the cemetery and drives. Does not include hauling off trash in the trash cans.

GROUND MAINTENANCE TERMS + CONDITIONS

- Black Forrest Lawn Care LLC is insured for public liability and property damage. Any property including fences, light posts, patios etc., damaged by Black Forrest will be restored to its original condition at our expense. All aspects of these specifications may be amended upon mutual agreement. Any such changes shall be in writing only and thereafter form a part of this contract.
- The Client may cancel this agreement with a 30 days written notice should Black Forrest Lawn Care LLC fail to perform duties outlined in the contract after the Client gives three written notices to comply with the terms outlines in the contract. Upon termination of this contract, all prorated monies for services and hours that have already been rendered shall become immediately due and payable. This contract shall automatically renew for 12 month period with 1.5% increase in price unless notice is given by either party prior to the renewal date.
- Black Forrest Lawn Care LLC agrees to furnish materials and labor to complete in accordance with the plans and above listed specifications.

Procedure for Extra Work and Changes

Change Notice: Any Contract change in scope in excess of one thousand dollars (\$1,000.00) requires a Contract Change Notice under which Work is to proceed. Work will not commence under a Contract Change Notice (CNN) unless with written Owner approval.

For Changes in scope of less than one thousand dollars (\$1,000.00), Black Forrest Lawn Care LLC will provide the Customer notification by way of its Progress Report. In either instance, such notification shall be plain and clear in terms of scope and reason. Any record, telephone conversation or meeting in which such change in scope was introduced, shall be attached as supporting documentation.

Payment Terms and Conditions

Upon the acceptance of the work, payment of the unpaid balance Contract Price when due together with such Value Added Taxes as may be applicable to such payment.

Should the Client fail to make payments as they become due under the terms of the Contract or in the event of any claim, interest at twelve percent (12%) per annum above the prime rate on such unpaid amounts shall also become due and payable until payment.

Estimate authorized by: _____ **Estimate approved by:** _____

Signature Date: _____ **Signature Date:** _____



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: CHARLES SMITH
DATE: 03/01/2023
SUBJECT: CLEO'S ASPHALT, INC.

Asking for your consideration to approve the professional services agreement with Cleo's Asphalt, Inc. to provide labor and equipment for asphalt paving and repair services as listed below. All materials will be provided by the City of Brandon, MS.

Labor

- Five-man crew @ \$16.00 per hour per crew member

Equipment with operator hourly rate

- Milling machine \$160.00/Hour
- Excavator \$125.00/Hour
- Paver \$110.00/Hour
- Roller \$90.00/Hour
- Trucking - \$90.00/Hour

Thank you for your consideration in this matter. Please let us know if you have any questions.

ATTACHMENTS:

1. Cleo's Asphalt Professional Services Pricing 030123

Cleo's Asphalt Paving, Inc.

1026 Greenfield cir
Brandon, Ms 39042
(601)825-5515

Estimate

Date	Estimate #
2/16/2023	481

Name / Address
City of Brandon Brandon, Ms

Job Location

Project

Description	Total
We propose to furnish the following, city furnishes the mix. Labor 5 @ \$16.00 per hour \$80.00 Equipment with operator hourly rate Milling machine \$160.00 Excavator \$125.00 Paver \$110.00 Roller \$90.00 Trucking \$90.00	0.00
Payment to be made upon completion of work described above. Price is good for 30 days. <i>Raymond M. G. [Signature]</i>	Total \$0.00

ACCEPTANCE OF PROPOSAL
Date of Acceptance _____

Signature _____



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: CHARLES SMITH
DATE: 03/02/2023
SUBJECT: **DEEP SOUTH LAND IMPROVEMENT, LLC**

Asking for your consideration to approve the service agreement from Deep South Land Improvement, LLC and authorize the Mayor to execute the same. The service agreement is for bush hogging and string trimming at the per cut prices listed below.

HWY 471 ROW Bushhog and String Trim - \$7,900.00 per cut

HWY 18 ROW Bushhog and String Trim - \$16,900.00 per cut

Grants Ferry Parkway ROW Bushhog and String Trim - \$5,000.00 per cut

Mow and String Trim East ROW (as illustrated on the mowing map) - \$2,142.00 per cut

Mow and String Trim West ROW (as illustrated on the mowing map) - \$2,877.00 per cut

Mow and String Trim City Hall Property - \$315.00 per cut

Added cutting and trimming areas cost per cut - \$425.00

- Bridge on HWY 18 by the railroad tracks = \$75.00
- Lot in Windsong = \$50.00
- Lot in Sunchase = \$50.00
- Sidewalk on Mary Ann = \$75.00
- Corner on Mary Ann and E Jasper = \$50.00
- East 80 (west of the interstate) Extend cut area = \$50.00
- Section above the retaining wall at Trickhambridge = \$75.00

Thank you for your consideration in this matter. Please let us know if you have any questions.

ATTACHMENTS:

1. Deep South Service Agreement 030223

Deep South Land Improvement, LLC

121 E Business Park, Suite A

Brandon, MS 39042 US

+1 6019859160

davidquirin@gmail.com

www.deepsouthland.com



Estimate

ADDRESS

City of Brandon, MS

1000 Municipal Drive

Brandon, MS 39042

ESTIMATE # 1148**DATE 03/02/2023**

ACTIVITY	QTY	RATE	AMOUNT
Service Bushhog and string trim the highway 18 right-of-way	1	16,900.00	16,900.00
Service Bushhog and string trim the highway 471 right-of-way	1	7,900.00	7,900.00
Service Mow and string trim the East right-of-way (as illustrated on the mowing map)	1	2,142.00	2,142.00
Service Mow and string trim the West right-of-way (as illustrated on the mowing map)	1	2,877.00	2,877.00
Service Mow and string trim City Hall property	1	315.00	315.00
Service Additional areas added for 2023: Bridge on hwy 18 by the railroad tracks = \$75 Lot in Windsong = \$50 Lot in Sunchase = \$50 Sidewalk on MaryAnn = \$75 Corner on MaryAnn and E Jasper = \$50 East 80 (west of the interstate) Extend cut area = \$50 Section above the retaining wall at Trickhambridge = \$75 Downtown by Burgers and Blues (small sidewalk section by parking lot) = \$0 Small curb section by the Carwash = \$0	1	425.00	425.00
Service Bushhog and string trim Grants Ferry Parkway : - The "new" section from Cornerstone to Hwy 471 = \$3500 - From Cornerstone to Trickham Bridge Rd = \$1500	1	5,000.00	5,000.00

TOTAL

\$35,559.00

Accepted By

Accepted Date



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: ANGELA BEAN
DATE: 03/02/2023
SUBJECT: CONSIDERATION TO APPROVE A GENERAL SERVICES AGREEM

Consideration to approve a General Services Agreement with Waggoner Engineering for services provided in regard to the Shiloh Park EWP Bank Stabilization Project and authorize the Mayor to execute the same.

Engineering cost associated with this task order is estimated at \$52,200.00.

This project will be funded by the NRCS Grant that was applied for and awarded on February 6, 2023.

ATTACHMENTS:

1. 20230302153922

Exhibit C
Waggoner Engineering, Inc.
Task Order Form

Task Order No. 001	
Additional Pages Attached: 14	
Date of Task Order: _____	
TASK ORDER TO THE GENERAL SERVICES AGREEMENT BETWEEN WAGGONER ENGINEERING, INC. AND CITY OF BRANDON	

This Task Order to the General Services Agreement between Waggoner Engineering, Inc. and City of Brandon dated _____ is a part of, and is subject to all the terms and conditions of the Agreement unless specifically provided otherwise herein.

1. **Project Name:** Shiloh Park EWP Bank Stabilization

2. **Project Number:**

3. **Project Manager for Client:** Charles Smith

4. **Project Manager for Waggoner:** Hayden Overby

5. **Method of Compensation:** Lump Sum

6. **Task Order Estimated Cost:** \$52,200

7. **Scope of Work (see additional pages attached):** See attached

8. **Schedule of Performance** 27 weeks. See attached
(see additional pages
attached):

9. **Approved Subconsultants:** N/A

10. **Special Provisions:**

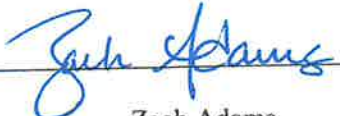
IN WITNESS WHEREOF, the parties hereto have caused this Task Order to be executed by their duly authorized representatives effective as of the date set forth above.

CITY OF BRANDON

WAGGONER ENGINEERING, INC.

By: Butch Lee

Title: Mayor


By: Zach Adams

Title: Vice President

A. BACKGROUND

On August 24, 2022, the City of Brandon sustained flash flooding that resulted in severe erosion of the Richland Creek tributary that runs through Shiloh Park. The erosion damage exposed sewer manhole and line. The City of Brandon has requested assistance from Natural Resources Conservation Service (NRCS) Emergency Watershed Protection (EWP) Program to address the damage caused by the flooding event.

B. SCOPE OF WORK

Project Description:

The project includes reestablishing the slopes and stabilizing the area around the sewer line in the boundary defined by NRCS. The estimated construction cost is \$268,000. Waggoner will provide Design Phase services and Bidding, Contracting & Construction Phase services to support the project. Services are further defined in Exhibit Sections B-I, B-II, and B-III of this Agreement.

Section B-I
Design Phase Services

- 1.0 Preliminary Design Phase. After execution of the Agreement, the Preliminary Design Phase will be initiated and the ENGINEER shall:
 - 1.1 Consult with the CLIENT to clarify and define the CLIENT's requirements for the Project.
 - 1.2 Assemble and review available data which may be pertinent to the Project.
 - 1.3 Prepare preliminary design documents consisting of design criteria, preliminary drawings and outline specifications.
 - 1.4 If permitting is required an amendment to the contract is needed.
 - 1.5 Furnish a digital copy of the preliminary design documents to CLIENT for review.
 - 1.6 Conduct preliminary design plan-in-hand inspection of the project site with CLIENT and representatives of governmental agencies which may have jurisdiction over the Project.
 - 1.7 Schedule progress meetings as required to effectively coordinate with the CLIENT; prepare minutes of these progress meetings; and prepare a design progress report monthly for the preceding month's work which shall accompany ENGINEER's monthly statement.
- 2.0 Final Design Phase. After completing the preliminary design plan-in-hand inspection, the ENGINEER shall proceed with the Final Design Phase:
 - 2.1 Modify preliminary design documents as necessary to reflect CLIENT's comments.
 - 2.2 Perform detailed design.
 - 2.3 On the basis of approved preliminary design documents (including CLIENT's comments) and detailed design, prepare final construction drawings, specifications and contract documents.
 - 2.4 Based on information contained in the final design documents, prepare an opinion of probable construction costs.
 - 2.5 Conduct final design plan-in-hand inspection of the project site with CLIENT and representatives of the NRCS.
 - 2.6 Schedule progress meetings as required to effectively coordinate with the CLIENT; prepare minutes of these progress meetings; and prepare a design progress report monthly for the preceding month's work which shall accompany ENGINEER's monthly statement.
 - 2.7 Furnish two sets of the above contract documents to the CLIENT for review and approval.
 - 2.8 The ENGINEER shall assist the CLIENT in filing documents required for the approvals of governmental authorities having jurisdiction over the Project. Securing government approvals are the responsibility of the CLIENT, but the ENGINEER will provide support to the CLINET in this endeavor.

Section B-II

Bidding, Contracting & Construction Phase Services

- 1.0 **Bidding Phase.** After the CLIENT has authorized the project for bidding, the Bidding and Contracting Phases will be initiated and the ENGINEER shall:
- 1.1 Prepare and issue contract documents to prospective bidders, and maintain a record of their issuance.
- 1.2 Prepare and issue Addenda as appropriate to interpret, clarify, or expand contract documents to each known procurer of the contract documents.
- 1.3 Provide information on the general scope, unusual conditions, and desired sequence of construction as requested by procurers of contract documents.
- 1.4 Conduct a pre-bid conference if requested by the CLIENT.
- 1.5 Consult with and advise the CLIENT as to the acceptability of Subcontractors, suppliers, and other persons or organizations proposed by the prime Contractor as required by the contract documents.
- 1.6 Consult with and advise the CLIENT as to the acceptability of substitute materials and equipment proposed by the Contractor when substitution prior to the award of contracts is allowed by the contract documents.
- 1.7 Attend the bid opening.
- 1.8 Review bids for the purpose of completeness and accuracy. Prepare bid tabulation sheets.
- 1.9 Prepare a Recommendation of Award letter to assist CLIENT in evaluating bids.
- 2.0 **Contracting Phase.**
- 2.1 Assist the CLIENT in the preparation of the documents necessary to complete the award, including the Notice of Award letter.
- 2.2 Assemble contract documents including contracts, contract bonds, and insurance for execution by the CLIENT.
- 2.3 Distribute executed contract documents to each person or entity that is party to the contract.
- 2.4 Schedule and conduct the Pre-Construction Conference.
- 2.5 Prepare and distribute minutes of the Pre-Construction Conference.
- 2.6 Prepare and forward the Notice to Proceed to the CLIENT for execution.
- 2.7 Distribute the executed Notice to Proceed to the Contractor.

3.0 **Construction Phase.**

During the Construction Phase:

- 3.1 **General Administration of Construction Contract.** ENGINEER shall consult with and advise CLIENT and act as CLIENT's representative; shall issue all instructions of CLIENT to Contractor(s); and shall act as initial interpreter of the Contract Documents and judge of the acceptability of the work thereunder.
- 3.2 **Visits to Site and Observation of Construction.** ENGINEER shall make visits to the site at intervals appropriate to the various stages of construction as he deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor's work. Based on information obtained during such visits and on such observations, ENGINEER shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and shall keep CLIENT informed of the progress of the work. The purpose of ENGINEER's visits to the site will be to enable him to carry out the duties and responsibilities assigned to and undertaken by him during the Construction Phase, and, in addition, through his experience as a qualified design professional, to provide for CLIENT a greater degree of confidence that the completed work of Contractor will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by Contractor. On the other hand, ENGINEER shall not, during such visits or as a result of such observations of Contractor's work in progress supervise, direct or have control over Contractor's work; nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor furnishing and performing his work. Accordingly, ENGINEER can neither guarantee the performance of the construction contracts by Contractor nor assume responsibility for Contractor's failure to furnish and perform his work in accordance with the Contract Documents.
- 3.3 **Defective Work.** During such site visits, ENGINEER may observe work which, in his opinion, does not conform generally with the Contract Documents or will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents. The ENGINEER may recommend to the CLIENT rejection of this work.
- 3.4 **Interpretations and Clarifications.** ENGINEER shall issue necessary interpretations and clarifications of the Contract Documents and, in connection therewith, prepare change orders as required.
- 3.5 **Shop Drawings.** ENGINEER shall review and approve (or take other appropriate action with respect to) Shop Drawings, samples and other data which Contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.
- 3.6 **Substitutes.** ENGINEER shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor.

- 3.7 Inspections and Tests. ENGINEER shall have authority, as CLIENT's representative, to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testings and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents).
- 3.8 Applications for Payment. Based on ENGINEER's on-site observations as an experienced and qualified design professional and on review of applications for payment and the accompanying data and schedules, ENGINEER shall determine the amounts owed to Contractor and recommend in writing payments to Contractor in such amounts. Such recommendations of payment will constitute a representation to CLIENT, based on such observations and review, that the work has progressed to the point indicated, and that, to the best of ENGINEER's knowledge, information and belief, the quality of such work is generally in accordance with the Contract Documents. By recommending any payment, ENGINEER will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made by him to check the quality or quantity of Contractor's work as it is furnished and performed beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents. ENGINEER's review of Contractor's work for the purposes of recommending payments will not impose on ENGINEER the responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or Contractor's compliance with laws, rules, regulations, ordinances, codes or orders applicable to their furnishing and performing the work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes any Contractor has used the money paid on account of the contract price, or to determine that title to any of the work, materials or equipment has passed to CLIENT free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between CLIENT and Contractor that might affect the amount that should be paid.
- 3.9 Contractor's Completion Documents. ENGINEER shall receive and review maintenance and operating instructions, schedules, guarantees, bond and certificates of inspection, tests and approvals which are to be assembled by Contractor in accordance with the Contract Documents (but such review will only be to determine that their content complies with the requirements of the Contract Documents); and shall transmit them to CLIENT with written comments.
- 3.10 Inspections. ENGINEER shall review Contractor's progress to determine if the work is substantially complete and shall conduct a post-construction review to determine if the completed work is acceptable so that he may recommend, in writing, final payment to Contractor and may give written notice to CLIENT and the Contractor that the work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice will be subject to the limitations expressed in paragraph entitled Visits to Site and Observations of Construction.
- 3.11 Record Documents. Upon completion of the work, the ENGINEER shall compile for and deliver to the CLIENT a complete set of record documents conforming to information furnished to the ENGINEER by the Contractor. This set of documents shall consist of record specifications and reproducible (mylar) record drawings showing the reported location of the work. In that record documents are based on information provided by others, the ENGINEER cannot and does not warrant their accuracy.

- 3.12 **Limitation of Responsibilities.** ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any Subcontractor or suppliers, or of any of the Contractor's or Subcontractor's supplier's agents or employees, or any other persons (except ENGINEER's own employees and agents) at the site or otherwise furnishing or performing any of the Contractor's work; however, nothing contained in paragraphs 2.1 through 3.11 inclusive, shall be construed to release ENGINEER from liability for failure to properly perform duties and responsibilities assumed by him in the Contract Documents.
- 3.13 **Progress Meetings and Reports.** During construction, the ENGINEER will schedule and conduct monthly progress meetings with the CLIENT, Contractor and appropriate subcontractors, if any, to discuss progress, scheduling problems, conflicts and observations of all parties involved. ENGINEER shall also prepare minutes of the meeting. ENGINEER shall also prepare a construction progress report monthly which shall be submitted to CLIENT by the 10th day of each month for the preceding month's work. This report shall accompany the Contractor's and Engineer's monthly payment requests.
- 4.0 **Construction Review Representative:** ENGINEER shall furnish a Construction Review Representative (CRR), assistants and other field staff to assist ENGINEER in observing work performance of the Contractor. The Construction Review Representative shall make visits to the site at intervals appropriate to the various stages of construction as he deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor's work.
- Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the CRR and assistants, ENGINEER shall endeavor to provide further protection of CLIENT against defects and deficiencies in the work; but, the furnishing of such services will not make ENGINEER responsible for or give him control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for Contractor's failure to perform the work in accordance with the Contract Documents.
- The duties and responsibilities of the CRR are limited to those of the ENGINEER in his agreement with CLIENT and in the construction Contract Documents, and are further limited and described as follows:
- 4.1 General: CRR is ENGINEER's agent at the site and will act as directed by and under the supervision of ENGINEER and will confer with ENGINEER regarding CRR's actions. CRR's dealings in matters pertaining to the on-site work shall in general be with ENGINEER and Contractor keeping CLIENT advised as necessary. CRR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. CRR shall generally communicate with CLIENT with the knowledge of and under the direction of ENGINEER.
- 4.2 Duties and Responsibilities of CRR.
- 4.2.1 Schedules. Review the progress schedule and schedule of Shop Drawing submittals prepared by Contractor and consult with ENGINEER concerning acceptability.
- 4.2.2 Conferences and Meetings. Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

- 4.2.3 Liaison.
 - 4.2.3.1 Serve as ENGINEER's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the Contract Documents; and assist ENGINEER in serving as CLIENT's liaison with Contractor when Contractor's operations affect CLIENT's on-site operations.
 - 4.2.3.2 Assist in obtaining from CLIENT additional details or information, when required for proper execution of the Work.
- 4.2.4 Shop Drawings and Samples.
 - 4.2.4.1 Record date of receipt of Shop Drawings and samples.
 - 4.2.4.2 Receive samples, which are furnished at the site by Contractor, and notify ENGINEER of availability of samples for examination.
 - 4.2.4.3 Advise ENGINEER and Contractor of the commencement of any work requiring a Shop Drawing or sample if the submittal has not been approved by ENGINEER.
- 4.2.5 Review of Work, Rejection of Defective Work, Inspections and Tests.
 - 4.2.5.1 Conduct on-site observations of the work in progress to assist ENGINEER in determining if the work is in general proceeding in accordance with the Contract Documents.
 - 4.2.5.2 Report to ENGINEER whenever CRR believes that any work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any review, test or approval required to be made; and advise ENGINEER of work that CRR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
 - 4.2.5.3 Verify that test, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof; and observe, record and report to ENGINEER appropriate details relative to the test procedures and startups.
 - 4.2.5.4 Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report these results to ENGINEER.
- 4.2.6 Interpretation of Contract Documents. Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by ENGINEER.
- 4.2.7 Records.
 - 4.2.7.1 Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all addenda, change orders, additional Drawings issued subsequent to the execution of the contract, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.

- 4.2.7.2 Keep a diary or logbook, recording Contractor hours on the job site, weather conditions, data relative to questions of change orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.
- 4.2.7.3 Record names, addresses and telephone numbers of all Contractors, Subcontractors and major suppliers of materials and equipment.
- 4.2.8 Reports.
- 4.2.8.1 Furnish ENGINEER periodic reports as required of progress of the work and of Contractor's compliance with the progress schedule and schedule of Shop Drawings and sample submittals.
- 4.2.8.2 Consult with ENGINEER in advance of scheduled major tests, inspections or start of important phases of the work.
- 4.2.8.3 Draft and recommend to ENGINEER proposed change orders, obtaining backup material from Contractor.
- 4.2.8.4 Report immediately to ENGINEER and CLIENT the occurrences of any accident.
- 4.2.9 Payment Requests. Review applications for payment with Contractor for compliance with the established procedure for submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the work completed and materials and equipment delivered at the site but not incorporated in the work.
- 4.2.10 Certificates, Maintenance and Operation Manuals. During the course of the work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to ENGINEER for review and forwarding to CLIENT prior to final payment for the work.
- 4.2.11 Completion.
- 4.2.11.1 Prior to post-construction review, submit to Contractor a list of observed items requiring completion or correction.
- 4.2.11.2 Conduct post-construction review in the company of ENGINEER, CLIENT, and Contractor and prepare a final list of items to be completed or corrected.
- 4.2.11.3 Observe that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.
- 4.3 CRR Limitations of Authority.
- 4.3.1 Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by ENGINEER.
- 4.3.2 Shall not exceed limitations of ENGINEER's authority as set forth in the Contract Documents and this Agreement.

- 4.3.3 Shall not undertake any of the responsibilities of Contractor, Subcontractors or Contractor's superintendent.
- 4.3.4 Shall not advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
- 4.3.5 Shall not advise on, issue directions regarding to, or assume control over safety precautions and programs in connection with the work.
- 4.3.6 Shall not accept Shop Drawings or sample submittals from anyone other than Contractor.
- 4.3.7 Shall not authorize CLIENT to occupy the Project in whole or in part.
- 4.3.8 Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER.

C. PROJECT SCHEDULE

Task	Duration	Cumulative Time
Initiate Services	----	Pending
Preliminary Design	8 Weeks	8 Weeks
Client & NRCS Review	4 Week	12 Weeks
Final Design	3 Week	15 Weeks
Procurement	8 Weeks	23 Weeks
Construction	4 Weeks	27 Weeks

D. COMPENSATION SCHEDULE

Waggoner will perform Design Phase Services, and Bidding, Contracting, & Construction Phase Services as outlined in Attachment I Section B, Scope of Work, on a lump sum basis.

	Proposed Budget
Design Phase Services	\$ 26,100
Bidding, Contracting, & Construction Phase*	26,100
Additional Services	Hourly as Requested
TOTAL	\$ 52,200

* If the Contractor extends his work beyond the duration anticipated in the Project Schedule, it may be necessary to revise this Professional Services Agreement for these extended Construction Phase services at a rate of \$500 per calendar day.



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: CHARLES SMITH
DATE: 03/02/2023
SUBJECT: EXCAVATOR PURCHASE

Request consideration to approve the purchase of one PC170LC-11 Komatsu Excavator at the cost of \$176,204.00 and one PC88MR-11 excavator at the cost of \$116,133.00 from Lyle Machinery as the lowest and best bids received.

The state contract cost for FY 2023 for a PC170LC-11 Komatsu Excavator was \$199,481.65 and the state contract cost for a PC88MR-11 excavator was \$142,274.88. The cost has since been increased by approximately 10%.

The new excavators will replace the 2016 Hyundai 160 and the CAT 307 excavators. The Hyundai 160 and the 2007 Cat 307 were sold at auction. The total proceeds from the sale were \$80,500.00.

The two new Komatsu Excavators have a 5-year 4000 hour warranty.

Thank you for your consideration in this matter. Please let us know if you have any questions.

G/L Code: 400-680-730
Funding: WSOM

ATTACHMENTS:

1. Excavator Bid Tab

Title:	Excavator - Small Equipment
Agency:	Mississippi > City of Brandon
Start date:	28-Feb-2023 10:00:00 AM
End date:	28-Feb-2023 10:30:00 AM

BidID	Username	Bid Amount	Bid Submittal Date/Time	First Name	Last Name	Company name	Email Address	Phone Number
77916	StephenLutz	116133.0000	28-Feb-2023 10:11:21 AM	Stephen	Lutz	Lyle Machinery Co	stephenl@lylemachinery.com	6019428228

Excavator – Small
Bid #2023-03
February 21, 2023
10:00 a.m.

REVERSE AUCTION

This is to certify that the above is a true and accurate tabulation of bids received on February 21, 2023.



Angela Bean, City Clerk
City of Brandon



Title:	Excavator - Medium Size Equipment
Agency:	Mississippi > City of Brandon
Start date:	28-Feb-2023 10:30:00 AM
End date:	28-Feb-2023 11:00:00 AM

BidID	Username	Bid Amount	Bid Submittal Date/Time	First Name	Last Name	Company name	Email Address	Phone Number
77920	StephenLutz	176204.0000	28-Feb-2023 10:33:34 AM	Stephen	Lutz	Lyle Machinery Co	stephenl@lylemachinery.com	6019428228

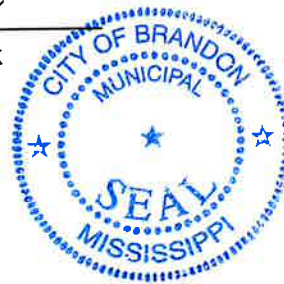
Excavator – Medium
 Bid #2023-04
 February 21, 2023
 10:30 a.m.

REVERSE AUCTION

This is to certify that the above is a true and accurate tabulation of bids received on February 21, 2023.



 Angela Bean, City Clerk
 City of Brandon





MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN

FROM: CHARLES SMITH, PUBLIC WORKS DIRECTOR
CARLY DEARMAN, PUBLIC WORKS OPERATIONS COORDINATOR

BOARD AGENDA: FEBRUARY 21, 2023

SUBJECT: CYPRESS TREE INSTALLATION AT CITY HALL DETENTION POND

Asking for your consideration to approve the cost of \$6,752.87 from Murphy's Landscape Inc. to provide 30 cypress trees approximately 7 foot in height and of 30-gallon size installed along the detention pond at city hall.

Thank you for your consideration in this matter. Please let us know if you have any questions.

ATTACHMENTS:

Murphy's Landscape Inc. Quote

Ambiance Quote

Murphy's Lawn & Landscape, Inc.

P.O. Box 2342
Brandon, MS 39043

Estimate

Date	Estimate #
1/24/2023	14380

Name / Address
City of Brandon Attention: Charles Smith

Description	Qty	Cost	Total
City Hall To install Bald Cypress trees around retention pond at City Hall. Trees are to be approximately 7 foot in height and of 30 gallon size. Esitmate is based on the installation of 30 trees with pine straw rings installed at base. PO#	1	6,752.87	6,752.87
Total			\$6,752.87

Customer Signature _____



Proposal

Ambiance Landscape

Client Name: City of Brandon

Project Name: City of Brandon - Tree Planting

Jobsite Address: 1000 Municipal Drive Brandon, Mississippi 39042

Billing Address: 1000 Municipal Drive Brandon, Mississippi 39042

Estimate ID: EST3645564

Date: Jan 27, 2023

Mississippi Certificate of Responsibility: 17154-SC

Bureau of Plant Industry Registered Technician: License No. 34777

Mississippi Horticulture Weed Control ID No. 42456

Louisiana Board of Contractors: Landscaping, Grading and Beautification 68635

Louisiana Horticulture License 18-3845

Arkansas Commercial Contractor 0347020517 ID#36252

ICPI certified LVL1-0313142012

Tree Planting (# 15)

\$7,214.00

- Installation of 30 Bald Cypress (#15) 6-7' in height
- Installation will include:
 - o Soil COnditioner for Pit-Plant
 - o Bald Cypress
 - o PineStraw for Tree Rings

Tree Planting (# 30)

\$11,667.43

- Installation of 30 Bald Cypress (#30) 8-10' in height
- Installation will include:
 - o Soil Conditioner for Pit-Plant
 - o Bald Cypress
 - o PineStraw for Tree Rings
-

Staking (if desired)

\$684.60

- Trees can be staked if desired with Arbor Anchor Kits

1. Bid is per specs and drawings received
2. Due to increases in material prices and freight, pricing is only good for 30 days.
3. Any invoice not paid in full within the agreed upon terms will be subject to a 2% finance charge per 15 day period payment is late
4. All work includes a one (1) year warranty on all plants purchased and installed by Ambiance Landscape, provided a sufficient automatic watering system is in place at time of landscape installation. Transplanted plants, perennials and annuals are not guaranteed.
5. Additional work outside the scope of work included in this bid will be billed at a rate of \$45.00 per man hour and will require a change order. Materials will be added as well.
6. All grading proposed assumes rough grading is complete and within a 2% finish grade. All additional grading will be charged at a rate of \$65.00 per man hour plus equipment charges and will require a change order. Materials will be added as well.
7. Irrigation pricing does NOT include: water meter or fees, power to controller, sleeves or boring, or hot tap

Estimate authorized by: _____

Company Representative

Signature Date: _____

Estimate approved by: _____

Customer Representative

Signature Date: _____



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: CHARLES SMITH, PUBLIC WORKS DIRECTOR
CARLY DEARMAN, PUBLIC WORKS OPERATIONS COORDINATOR
BOARD AGENDA: MARCH 6, 2023
SUBJECT: UTILITY ADJUSTMENTS

Asking for your consideration to approve the utility adjustments and utility adjustment denials as listed on the memo attachment as recommended after review by the Public Works Department.

Thank you for your consideration in this matter. Please let us know if you have any questions.

ATTACHMENTS:

- Utility Adjustments Listing

PUBLIC WORKS DEPARTMENT					
ADJUSTMENT APPROVALS FOR 03/06/2023 AGENDA					
UNPOSTED ADJUSTMENTS					
Account Number	Name	Address	Adjustment Description	Amount	
74000039.00 97	Joseph Pilgrim	625 Wild Horse Lane	Unexplained Usage	\$330.39	
51272903.00 92	Rick & Stella Clark	114 Cornerstone Drive	Commode Running	\$59.62	
20123000.00 96	David Danforth	97 Greenbrook Drive	Broken line in yard	\$162.26	
41356000.00 98	Aubrey Hunt	105 Cannon Ridge Drive	Broken line in yard	\$217.32	
50528000.00 98	Sarah Ann Myers	17 Lance Drive	City repaired leak	\$242.46	
41255500.00 98	Kirby & Seneca McMillian	821 West Sunset Drive	Unexplained Usage	\$72.61	
41186000.00 98	Carolyn Graham	107 Cedar Ridge Drive	Broken faucet outside	\$57.62	
50565000.00 96	Linda Ingram	25 Dogwood Drive	Commode Running	\$346.81	
61214050.00 95	Brandon Hayes	106 Windsor Blvd	left outside faucet on	\$150.87	
62011000.00 96	Patrick O'Keefe Jenkins	234 Stonebridge Blvd.	commode Running	\$1,136.54	
10029000.00 98	Keith Purry	336 Burnham Road	Broken line in house and in yard	\$357.18	
40662000.00 94	Hope Hester	402 Overby Street	Broken line under house	\$152.30	
21156000.00 96	Richard H. Romanek	314 Eastridge Drive	Broken line in yard	\$178.13	
21060000.00 98	Lee Oglesby	25 Terrapin Hill Road S	Broken line in yard	\$568.72	
41633000.00 98	Timothy Gray	700 Shiloh Road	Broken line under house	\$57.48	
60879000.00 95	Donald Gober	460 Busick Well Road	Broken line in yard	\$4,220.67	
50906000.00 96	Larissa Davis	115 Fox Meadow Drive	Commode Running	\$210.87	
61836000.00 91	Lorenzo Brooks	5001 Glenridge Drive	Broken line under house	\$1,015.04	
30045000.00 98	Alan Pruitt	88 Terrapin Drive	Broken line in yard	\$441.81	
61827000.00 97	Laura Yates	5010 Glenridge Drive	Commode Running/Broken line in house	\$150.86	
11096000.00 94	Sadeisya Byrd	320 Wild Cedar Place	Commode Running	\$83.28	
50528000.00 98	Sarah Ann Myers	17 Lance Drive	Unexplained Usage	\$107.69	
61506000.00 96	Melissa Gay	229 Sunchase Drive	Broken Line in yard	\$865.54	
40287000.00 95	Marci Wiggins	311 Rail Spike Road	Commode Running	\$340.58	
11074000.00 97	Janice Maselle	364 Wild Cedar Place	pmt s/h/w to 30898000.00 97	\$56.83	debit
30898000.00 97	Janice Maselle	204 Keystone Place	pmt was posted to 11074000.00 97	\$62.51	
40458500.00 98	Gold Coast Commodities	816 Old Hwy 471	Broken line in yard	\$8,302.25	

10637000.00 98	Sandra Parham	103 Springtree Drive	Commode Running	\$77.64	
50735000.00 97	Lou Gharee	677 Trickhambridge Road	Broken line in yard	\$396.30	
61465000.00 96	Amber Turner	125 Windchase Drive	Commode Running	\$66.31	
30609000.00 98	Rita Lott	1208 Woodwind Court	Commode Running	\$21.76	
30503000.00 93	Linda Taylor	113 Cherry Drive	Broken line in yard	\$259.68	
30179000.00 98	Sylvia Bright	31 Woodbridge Road	Busted pipe outside	\$104.18	
50162000.00 97	Tatyana Johnson	603 Barton Crossing	Commode Running/Broken line in slab	\$139.61	
60239000.00 97	Penny Davis	123 Rollingwood Dr. Apt 51	Commode Running	\$28.70	
41030000.00 94	Arielle D. Grover	199 Provonce Park	Broken line in yard	\$50.88	
51156000.00 97	Jonathan Bailey	312 Faithway	Pool Fill	\$148.50	
61144000.00 96	Matthew Briggs	1124 Ellington Court	Water heater leak	\$78.99	
10115000.00 98	Danny Greene	1202 Crossview Court	Commode Running	\$109.10	
50642000.00 96	Megan Harrison	1224 Centre Court	Commode Running	\$34.67	
41517000.00 96	Lisa Ransom	610 Edgewood Crossing	Commode Running	\$99.58	
40681000.00 98	Michael Hudson	119 Prescott Street	Broken line under house	\$275.70	
60909000.00 98	Mike Stiglets	517 Busick Well Road	Broken line in yard	\$376.63	
61583000.00 93	Tonya Braband	473 Magnolia Place	Commode Running	\$91.15	
50597500.00 96	Matalie Nicole Hines	201 City Limits Road	Broken line in yard	\$1,148.40	
40063050.00 98	Rankin County Road Dept.	165 Metropolitan Lane	Waive late fees	\$28.45	
POSTED ADJUSTMENTS					

<i>Denied Adjustments</i>				
Account Number	Name	Address	Adjustment Description	Denial Reason



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: RANDY BARNES
DATE: 03/02/2023
SUBJECT: PUBLIC HEARING AND ORDINANCE

Consideration to adopt an Ordinance imposing a temporary moratorium of the residential subdivision development and the approval of preliminary plats or other development plans or final plats for any residential subdivision in any RR, R-12, R-8, RM-8, RM-4 or TND zoning districts in the City of Brandon.

ATTACHMENTS:

1. 20230227 Planning Commission Minutes
2. Signed Resolution of the planning commission re Single Family Residential Districts.2.6.23
3. Signed Resolution of city Re Public Notice & Notice of Public Hearing
4. moratorium proof of pub
5. Ordinance of City re Temporary Moratorium re Single Family Residential Zoning Districts. 2.6.23

**MINUTES WORKSHEET
REGULAR PLANNING COMMISSION MEETING
CITY OF BRANDON, MISSISSIPPI**

February 27, 2023
6:00 pm

Prayer: David Stevens

Pledge: Jim Brooks

1st Order of Business: Approve minutes of the regular called planning commission meeting on November 28, 2022, attached hereto.

Vote

Motion by: Tom Evans

Seconded by: Jim Brooks

Number in Favor: 3

Number Opposed: 0

Findings: Minutes approved

___ Ronnie Adcock
Aye Tom Evans Jr.
___ Suzanne Ross
Aye David Stevens
Aye Jim Brooks

2nd Order of Business: 1) 1) Consideration of Resolution of the planning commissions of the city of Brandon regarding the adoption of an ordinance of the Mayor and Board of Aldermen adopting a temporary Moratorium of the Residential subdivision development and the approval of preliminary plats or other development plans or final plats for any residential subdivision in any RR, R-12, R-8, RM-8, RM-4 or TND Zoning districts in the city of Brandon. Attached hereto

Vote

Motion by: Tom Evans

Seconded by: Jim Brooks

Number in Favor: 3

Number Opposed: 0

Findings: Bob Barber of Orion Planning and Design (City Consultant) was present by Zoom Conference call along with Randy Barnes representing Community Development for the City of Brandon. Mr. Barber made presentation on importance for moratorium to review ordinances in regard to Build to Rent Developments. Explaining what other Municipalities have done and reasons why issues need to be explored. David Stevens requested confirmation no existing permitted and/or already approved developments would be affected.

___ Ronnie Adcock
Aye Tom Evans Jr.
___ Suzanne Ross
Aye David Stevens
Aye Jim Brooks

Motion to Adjourn by: Tom Evans

Motion Seconded by: Jim Brooks

Adjourned Time: 6:40 P.M.

Adjourned Until: March 27, 2023 at 6:00 P.M.

**RESOLUTION OF THE PLANNING COMMISSIONS OF THE CITY OF BRANDON
REGARDING THE ADOPTION OF AN ORDINANCE OF THE MAYOR AND BOARD
OF ALDERMEN ADOPTING A TEMPORARY MORATORIUM OF THE
RESIDENTIAL SUBDIVISION DEVELOPMENT AND THE APPROVAL OF
PRELIMINARY PLATS OR OTHER DEVELOPMENT PLANS OR FINAL PLATS FOR
ANY RESIDENTIAL SUBDIVISION IN ANY RR, R-12, R-8, RM-8, RM-4 OR TND
ZONING DISTRICT IN THE CITY OF BRANDON**

Whereas, there came for consideration the question of the imposition of a temporary moratorium which would preclude the approval of preliminary plats or other development plans or final plats for an residential subdivision development in any RR, R-12, R-8, RM-8, RM-4 or TND zoning district in the City of Brandon; and therefore

Be it resolved that:

1. There came for consideration the question of the imposition of a temporary moratorium as described in the Resolution adopted by the governing authorities of the City.
2. The governing authorities are authorized to regulate the same within the corporate limits and to authorize and permit such in accordance with appropriate regulations and ordinances.
3. The City of Brandon has adopted a Comprehensive Plan for Brandon, Mississippi. This Comprehensive Plan has provided the Mayor and Board of Aldermen with a basis for regulatory and investment decisions supporting the City's growth and development.
4. The Board of Aldermen has adopted a Zoning Ordinance including an official Zoning Map which it has, with reasonable and necessary amendments, enforced, and all of which must be applied uniformly.
5. The said Zoning Ordinance requires review under the circumstances to evaluate the development of residential developments in the specified zoning districts and to include as necessary appropriate regulations pertaining to the same; and
6. The Board of Aldermen has adopted ordinances providing regulations governing the development of residential subdivisions within the City, which as to such developments in the stated zoning districts requires review and analysis under the circumstances; and
7. The City determines that consideration of revisions to the City's Zoning Ordinance to address the matters at issue requires a public hearing to be held before the Board of Aldermen can adopt the necessary ordinances to address the matters set forth herein and to assist with accomplishment of this process, the Board of Aldermen has requested assistance from its advisory Planning Commission and the Community Development Department and independent experts with updating its zoning ordinance and other relevant ordinances; and

Be it further resolved that the Planning Commission of the City of Brandon does hereby find for all of the reasons set forth herein and in accordance with the findings herein that a temporary moratorium as described herein is reasonable and required under the circumstances and it is recommended that the Mayor and Board of Aldermen of the City of Brandon adopt an ordinance effecting the same.

D. Brook
Edward
D. B. S.

Aye/Nay
Aye/Nay
Aye/Nay
Aye/Nay
Aye/Nay
Aye/Nay
Aye/Nay

D W Shum, Chairman

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF BRANDON REGARDING THE ADOPTION OF AN ORDINANCE OF THE MAYOR AND BOARD OF ALDERMEN ADOPTING A TEMPORARY MORATORIUM OF THE RESIDEITNAL SUBDIVISION DEVELOPMENT AND THE APPROVAL OF PRELIMINARY PLATS OR OTHER DEVELOPMENT PLANS OR FINAL PLATS FOR ANY RESIDENTIAL SUBDIVISION IN ANY RR, R-12, R-8, RM-8, RM-4 OR TND ZONING DISTRICT IN THE CITY OF BRANDON

Whereas, there came for consideration the question of the imposition of a temporary moratorium which would preclude the approval of preliminary plats or other development plans or final plats for an residential subdivision development in any RR, R-12, R-8, RM-8, RM-4 or TND zoning district in the City of Brandon; and

Whereas, based on recent events, the governing authorities are concerned with the nature of development where instead of single-family owner-occupied dwellings, the developer is constructing dwellings with the intent of occupancy to be single-family non-owner occupied rental use exclusively; and

Whereas, the governing authorities are authorized to implement and to monitor, review and amend its zoning regulations pertaining to the use and development of property as described within the relevant zoning districts in the City based on reasonable zoning practices and attendant facts and circumstances; and

Whereas, the governing authorities have adopted a Comprehensive Plan for Brandon, Mississippi which has provided the governing authorities with a basis for regulatory and investment decisions supporting the City's growth and development; and

Whereas, the governing authorities have determined that with the growth and development in the City since the adoption of the present Comprehensive Plan, that the same requires a thorough review and, as determined by subject matter experts, revision and modification; and

Whereas, based on the City's Comprehensive Plan, the governing authorities adopted an amended and revised Zoning Ordinance, which includes various residential, commercial, employment and special districts and an official Zoning Map identifying the zoning district of each parcel in the City consistent with the said Comprehensive Plan and Zoning Ordinance.

Whereas, the governing authorities find and determine that City's Zoning Ordinance requires review under the circumstances to evaluate the continuation of the RR, R-12, R-8, RM-8, RM-4 or TND zoning districts in present form or to modify and amend the same as appropriate in the premises; and

Whereas, in conjunction with the review of the RR, R-12, R-8, RM-8, RM-4 or TND zoning districts, the Board of Aldermen has determined to review and revise and update as

necessary the City's Comprehensive Plan; and

Whereas, the governing authorities have determined that consideration of revisions to the City's Zoning Ordinance requires a public hearing to be held before the Board of Aldermen can adopt the necessary ordinances to address the matters set forth herein and to assist with accomplishment of this process, the governing authorities have requested assistance from the City's advisory Planning Commission and the Community Development Department and independent experts with updating its Zoning Ordinance and other relevant ordinances; and

Whereas, a temporary moratorium is necessary in order for the City of Brandon to evaluate the need for any amendment to its Zoning Ordinance with respect to the RR, R-12, R-8, RM-8, RM-4 or TND zoning districts; and

Whereas, the purpose of the temporary moratorium is to allow the City of Brandon to address the matters generally described herein, in order that the City may develop in an orderly fashion in conformance with the City's needs therein and the health, safety and welfare of the citizenry; and

Whereas, due to requests for the approval of preliminary plats and related development plans and final plats for subdivision development in the RR, R-12, R-8, RM-8, RM-4 or TND zoning districts, a temporary moratorium is necessary as to the approval of the same to allow sufficient time to consider amendments to the City's Zoning Ordinance and other ordinances regarding the matters herein. Said moratorium is necessary to maintain the status quo pending completion of these steps which are prerequisite to action on this matter by the governing authorities; and now therefore

BE IT RESOLVED that based on the foregoing facts a public hearing is hereby set for the 6th day of March 2023, at 6:00 o'clock p.m., in the City of Brandon Board Room, 1000 Municipal Drive, Brandon, Mississippi, to consider the imposition of a temporary moratorium as set forth herein.

BE IT FURTHER RESOLVED that until such public hearing and consideration of the proposed ordinance, except as provided herein, no approval of any preliminary plat and/or development plans or final plats for residential subdivisions in an RR, R-12, R-8, RM-8, RM-4 or TND zoning district shall be granted by the City and any pending or future applicants for such shall be advised that consideration of such shall occur only after the public hearing referenced herein and after consideration of the proposed ordinance regarding the imposition of a temporary moratorium.

BE IT FURTHER RESOLVED THAT any adopted temporary moratorium shall not apply and/or pertain to a residential subdivision development in an RR, R-12, R-8, RM-8, RM-4 or TND zoning district where the final plat has been previously approved by the City, or with respect to a residential subdivision where the protective covenants for the subdivision include

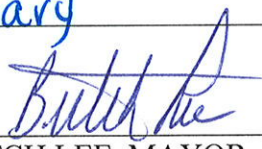
provisions that address the issues for which the temporary moratorium is to be implemented and are approved by the City and which cannot thereafter be amended without the approval of the City.

BE IT FURTHER RESOLVED that at the public hearing all persons interested in, affected by, or aggrieved by the imposition of a temporary moratorium as described herein shall be permitted to present testimony or evidence in support of or in opposition to the same.

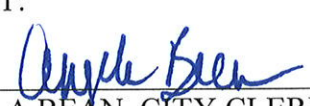
Said Resolution having previously been reduced to writing, a motion was made by Alderman CRAINE and seconded by Alderman VINSON to adopt the Resolution, and no request having been made by any member that said Resolution be read by the clerk before a vote was taken, said Resolution was adopted by the vote of the Board of Aldermen, the results being as follows:

Sharon Womack, Alderman at Large	<u>AYE</u>
Jarrad Craine, Alderman Ward 1	<u>AYE</u>
Cris Vinson, Alderman Ward 2	<u>AYE</u>
Harry Williams, Alderman Ward 3	<u>AYE</u>
Lu Coker, Alderman Ward 4	<u>AYE</u>
Dwight Middleton, Alderman Ward 5	<u>AYE</u>
David Fariss, Alderman Ward 6	<u>AYE</u>

The Mayor thereby declared the motion carried and the Resolution adopted and approved on this the 6th day of February A.D., 2023.


BUTCH LEE, MAYOR

ATTEST:


ANGELA BEAN, CITY CLERK



**NOTICE OF PUBLIC HEARING OF THE MAYOR AND BOARD OF ALDERMEN OF
THE CITY OF BRANDON REGARDING THE ADOPTION OF AN ORDINANCE OF
THE MAYOR AND BOARD OF ALDERMEN ADOPTING A TEMPORARY
MORATORIUM OF THE RESIDENTIAL SUBDIVISION DEVELOPMENT AND THE
APPROVAL OF PRELIMINARY PLATS OR OTHER DEVELOPMENT PLANS OR
FINAL PLATS FOR ANY SUBDIVISION IN ANY RR, R-12, R-8, RM-8, RM-4 OR TND
ZONING DISTRICT IN THE CITY OF BRANDON**

Whereas, there came for consideration the question of the imposition of a temporary moratorium which would preclude the approval of preliminary plats or other development plans or final plats for any residential subdivision development in any RR, R-12, R-8, RM-8, RM-4 or TND zoning district in the City of Brandon; and

Whereas, based on recent events, the governing authorities are concerned with the nature of development where instead of single-family owner-occupied dwellings, the developer is constructing dwellings with the intent of occupancy to be single-family non-owner occupied rental use exclusively; and

Whereas, the governing authorities are authorized to implement and to monitor, review and amend its zoning regulations pertaining to the use and development of property as described within the relevant zoning districts in the City based on reasonable zoning practices and attendant facts and circumstances; and

Whereas, the governing authorities have adopted a Comprehensive Plan for Brandon, Mississippi which has provided the governing authorities with a basis for regulatory and investment decisions supporting the City's growth and development; and

Whereas, the governing authorities have determined that with the growth and development in the City since the adoption of the present Comprehensive Plan, that the same requires a thorough review and, as determined by subject matter experts, revision and modification; and

Whereas, based on the City's Comprehensive Plan, the governing authorities adopted an amended and revised Zoning Ordinance, which includes various residential, commercial, employment and special districts and an official Zoning Map identifying the zoning district of each parcel in the City consistent with the said Comprehensive Plan and Zoning Ordinance.

Whereas, the governing authorities find and determine that City's Zoning Ordinance requires review under the circumstances to evaluate the continuation of the RR, R-12, R-8, RM-8, RM-4 or TND zoning districts in present form or to modify and amend the same as appropriate in the premises; and

Whereas, in conjunction with the review of the RR, R-12, R-8, RM-8, RM-4 or TND zoning districts, the Board of Aldermen has determined to review and revise and update as

necessary the City's Comprehensive Plan; and

Whereas, the governing authorities have determined that consideration of revisions to the City's Zoning Ordinance requires a public hearing to be held before the Board of Aldermen can adopt the necessary ordinances to address the matters set forth herein and to assist with accomplishment of this process, the governing authorities have requested assistance from the City's advisory Planning Commission and the Community Development Department and independent experts with updating its Zoning Ordinance and other relevant ordinances; and

Whereas, a temporary moratorium is necessary in order for the City of Brandon to evaluate the need for any amendment to its Zoning Ordinance with respect to the RR, R-12, R-8, RM-8, RM-4 or TND zoning districts; and

Whereas, the purpose of the temporary moratorium is to allow the City of Brandon to address the matters generally described herein, in order that the City may develop in an orderly fashion in conformance with the City's needs therein and the health, safety and welfare of the citizenry; and

Whereas, due to requests for the approval of preliminary plats and related development plans and final plats for subdivision development in the RR, R-12, R-8, RM-8, RM-4 or TND zoning districts, a temporary moratorium is necessary as to the approval of the same to allow sufficient time to consider amendments to the City's Zoning Ordinance and other ordinances regarding the matters herein. Said moratorium is necessary to maintain the status quo pending completion of these steps which are prerequisite to action on this matter by the governing authorities; and now therefore

Based on the foregoing facts a public hearing is hereby set for the 6th day of March, 2023, at 6:00 o'clock p.m., in the City of Brandon Board Room, 1000 Municipal Drive, Brandon, Mississippi, to consider the imposition of a temporary moratorium as set forth herein.

Until such public hearing and consideration of the proposed ordinance, except as provided herein, no approval of any preliminary plat and/or development plans or final plats for residential subdivisions in an RR, R-12, R-8, RM-8, RM-4 or TND zoning district shall be granted by the City and any pending or future applicants for such shall be advised that consideration of such shall occur only after the public hearing referenced herein and after consideration of the proposed ordinance regarding the imposition of a temporary moratorium.

Any adopted temporary moratorium shall not apply and/or pertain to a residential subdivision development in an RR, R-12, R-8, RM-8, RM-4 or TND zoning district where the final plat has been previously approved by the City, or with respect to a residential subdivision where the protective covenants for the subdivision include provisions that address the issues for which the temporary moratorium is to be implemented and are approved by the City and which cannot thereafter be amended without the approval of the City.

At the public hearing all persons interested in, affected by, or aggrieved by the imposition of a temporary moratorium as described herein shall be permitted to present testimony or evidence in support of or in opposition to the same.

This the 6th day of February 2023.


ANGELA BEAN, CITY CLERK



AFFIDAVIT

PROOF OF PUBLICATION

RANKIN COUNTY NEWS • P.O. BOX 107 • BRANDON, MS 39043

STATE OF MISSISSIPPI COUNTY OF RANKIN

THIS 15TH DAY OF FEBRUARY, 2023, personally came Marcus Bowers, publisher of the Rankin County News,

NOTICE OF PUBLIC HEARING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF BRANDON REGARDING THE ADOPTION OF AN ORDINANCE OF THE MAYOR AND BOARD OF ALDERMEN ADOPTING A TEMPORARY MORATORIUM OF THE RESIDENTIAL SUBDIVISION DEVELOPMENT AND THE APPROVAL OF PRELIMINARY PLATS OR OTHER DEVELOPMENT PLANS OR FINAL PLATS FOR ANY SUBDIVISION IN ANY RR, R-12, R-8, RM-8, RM-4 OR TND ZONING DISTRICT IN THE CITY OF BRANDON

Whereas, there came for consideration the question of the imposition of a temporary moratorium which would preclude the approval of preliminary plats or other development plans or final plats for any residential subdivision development in any RR, R-12, R-8, RM-8, RM-4 or TND zoning district in the City of Brandon; and

Whereas, based on recent events, the governing authorities are concerned with the nature of development where instead of single-family owner-occupied dwellings, the developer is constructing dwellings with the intent of occupancy to be single-family non-owner occupied rental use exclusively, generally referred to as build-to-rent or BRT; and

Whereas BRTs pose several community development challenges. These include potentially driving up the cost of housing, constraining the availability of dwellings for purchase, and impacting the long-term stability of neighborhoods; and

Whereas, the governing authorities are authorized to implement and to monitor, review and amend its zoning regulations pertaining to the use and development of property as described within the relevant zoning districts in the City based on reasonable zoning practices and attendant facts and circumstances; and

Whereas, the governing authorities have adopted a Comprehensive Plan for Brandon, Mississippi which has provided the governing authorities with a basis for regulatory and investment decisions supporting the City's growth and development; and

Whereas, the governing authorities have determined that with the growth and development in the City since the adoption of the present Comprehensive Plan, that the same requires a thorough review and, as determined by subject matter experts, revision and modification; and

Whereas, based on the City's Comprehensive Plan, the governing authorities adopted an amended and revised Zoning Ordinance, which includes various residential, commercial, employment and special districts and an official Zoning Map identifying the zoning district of each parcel in the City consistent with the said Comprehensive Plan and Zoning Ordinance

a weekly newspaper printed and published in the City of Brandon, In the County of Rankin and State aforesaid, before me the undersigned officer in and for said County and State, who being duly sworn, deposes and says that said newspaper has been published for more than 12 months prior to the first publication of the attached notice and is qualified under Chapter 13-3-31, Laws of Mississippi, 1936, and laws supplementary and amendatory thereto, and that a certain

NOTICE OF PUBLIC HEARING

TEMPORARY MORATORIUM OF RESIDENTIAL

SUBDIVISION DEVELOPMENT

a copy of which is hereto attached, was published in said newspaper One (1) week, as follows, to-wit:

Vol 175 No. 32 on the 15th day of February, 2023

Marcus Bowers

MARCUS BOWERS, Publisher

Sworn to and subscribed before me by the aforementioned Marcus Bowers this 15th day of February, 2023



Frances Conger, Notary Public
FRANCES CONGER

My Commission Expires: January 25, 2026

PRINTED'S FEE: (12 cents per word for first insertion and 10 cents per word for each subsequent insertion)

988 words at .12 each.....	\$118.56
Proof of Publication	3.00
TOTAL.....	\$121.56

Whereas, the governing authorities find and determine that City's Zoning Ordinance requires review under the circumstances to evaluate the continuation of the RR, R-12, R-8, RM-8, RM-4 or TND zoning districts in present form or to modify and amend the same as appropriate in the premises; and

Whereas, in conjunction with the review of the RR, R-12, R-8, RM-8, RM-4 or TND zoning districts, the Board of Aldermen has determined to review and revise and update as necessary the City's Comprehensive Plan; and

Whereas, the governing authorities have determined that consideration of revisions to the City's Zoning Ordinance requires a public hearing to be held before the Board of Aldermen can adopt the necessary ordinances to address the matters set forth herein and to assist with accomplishment of this process, the governing authorities have requested assistance from the City's advisory Planning Commission and the Community Development Department and independent experts with updating its Zoning Ordinance and other relevant ordinances; and

Whereas, a temporary moratorium is necessary in order for the City of Brandon to evaluate the need for any amendment to its Zoning Ordinance with respect to the RR, R-12, R-8, RM-8, RM-4 or TND zoning districts; and

Whereas, the purpose of the temporary moratorium is to allow the City of Brandon to address the matters generally described herein, in order that the City may develop in an orderly fashion in conformance with the City's needs therein and the health, safety and welfare of the citizenry, and

Whereas, due to requests for the approval of preliminary plats and related development plans and final plats for subdivision development in the RR, R-12, R-8, RM-8, RM-4 or TND zoning districts, a temporary moratorium is necessary as to the approval of the same to allow sufficient time to consider amendments to the City's Zoning Ordinance and other ordinances regarding the matters herein. Said moratorium is necessary to maintain the status quo pending completion of these steps which are prerequisite to action on this matter by the governing authorities; and now therefore

Based on the foregoing facts a public hearing is hereby set for the 6th day of March, 2023, at 6:00 o'clock p.m., in the City of Brandon Board Room, 1000 Municipal Drive, Brandon, Mississippi, to consider the imposition of a temporary moratorium as set forth herein.

Until such public hearing and consideration of the proposed ordinance, except as provided herein, no approval of any preliminary plat and/or development plans or final plats for residential subdivisions in an RR, R-12, R-8, RM-8, RM-4 or TND zoning district shall be granted by the City and any pending or future applicants for such shall be advised that consideration of such shall occur only after the public hearing referenced herein and after consideration of the proposed ordinance regarding the imposition of a temporary moratorium.

Any adopted temporary moratorium shall not apply and/or pertain to a residential subdivision development in an RR, R-12, R-8, RM-8, RM-4 or TND zoning district where the final plat has been previously approved by the City, or with respect to a residential subdivision where the protective covenants for the subdivision include provisions that address the issues for which the temporary moratorium is to be implemented and are approved by the City and which cannot thereafter be amended without the approval of the City, and where such subdivisions are subject to such conditions by the City consistent herewith.

At the public hearing all persons interested in, affected by, or aggrieved by the imposition of a temporary moratorium as described herein shall be permitted to present testimony or evidence in support of or in opposition to the same.

This the 6th day of February 2023.

ANGELA BEAN, CITY CLERK

February 15, 2023

#191

**ORDINANCE OF THE CITY OF BRANDON IMPOSING A TEMPORARY
MORATORIUM OF THE RESIDEITNAL SUBDIVISION DEVELOPMENT AND THE
APPROVAL OF PRELIMINARY PLATS OR OTHER DEVELOPMENT PLANS OR
FINAL PLATS FOR ANY RESIDENTIAL SUBDIVISION IN ANY RR, R-12, R-8, RM-8,
RM-4 OR TND ZONING DISTRICT IN THE CITY OF BRANDON**

Whereas, there came for consideration the question of the imposition of a temporary moratorium which would preclude the approval of preliminary plats or other development plans or final plats for an residential subdivision development in any RR, R-12, R-8, RM-8, RM-4 or TND zoning district in the City of Brandon; and

Whereas, based on recent events, the governing authorities are concerned with the nature of development where instead of single-family owner-occupied dwellings, the developer is constructing dwellings with the intent of occupancy to be single-family non-owner occupied rental use exclusively, generally referred to as build-to-rent or BRT; and

Whereas, BRTs pose several community development challenges. These include potentially driving up the cost of housing, constraining the availability of dwellings for purchase, and impacting the long-term stability of neighborhoods; and

Whereas, the governing authorities are authorized to implement and to monitor, review and amend its zoning regulations pertaining to the use and development of property as described within the relevant zoning districts in the City based on reasonable zoning practices and attendant facts and circumstances; and

Whereas, the governing authorities have adopted a Comprehensive Plan for Brandon, Mississippi which has provided the governing authorities with a basis for regulatory and investment decisions supporting the City's growth and development; and

Whereas, the governing authorities have determined that with the growth and development in the City since the adoption of the present Comprehensive Plan, that the same requires a thorough review and, as determined by subject matter experts, revision and modification; and

Whereas, based on the City's Comprehensive Plan, the governing authorities adopted an amended and revised Zoning Ordinance, which includes various residential, commercial, employment and special districts and an official Zoning Map identifying the zoning district of each parcel in the City consistent with the said Comprehensive Plan and Zoning Ordinance.

Whereas, the governing authorities find and determine that City's Zoning Ordinance requires review under the circumstances to evaluate the continuation of the RR, R-12, R-8, RM-8, RM-4 or TND zoning districts in present form or to modify and amend the same as appropriate in the premises; and

Whereas, in conjunction with the review of the RR, R-12, R-8, RM-8, RM-4 or TND zoning districts, the Board of Aldermen has determined to review and revise and update as necessary the City's Comprehensive Plan; and

Whereas, the governing authorities have determined that consideration of revisions to the City's Zoning Ordinance requires a public hearing to be held before the Board of Aldermen can adopt the necessary ordinances to address the matters set forth herein and to assist with accomplishment of this process, the governing authorities have requested assistance from the City's advisory Planning Commission and the Community Development Department and independent experts with updating its Zoning Ordinance and other relevant ordinances; and

Whereas, a temporary moratorium is necessary in order for the City of Brandon to evaluate the need for any amendment to its Zoning Ordinance with respect to the RR, R-12, R-8, RM-8, RM-4 or TND zoning districts; and

Whereas, the purpose of the temporary moratorium is to allow the City of Brandon to address the matters generally described herein, in order that the City may develop in an orderly fashion in conformance with the City's needs therein and the health, safety and welfare of the citizenry; and

Whereas, due to requests for the approval of preliminary plats and related development plans and final plats for subdivision development in the RR, R-12, R-8, RM-8, RM-4 or TND zoning districts, a temporary moratorium is necessary as to the approval of the same to allow sufficient time to consider amendments to the City's Zoning Ordinance and other ordinances regarding the matters herein. Said moratorium is necessary to maintain the status quo pending completion of these steps which are prerequisite to action on this matter by the governing authorities; and now therefore

Whereas, the Planning Commission of the City of Brandon examined the proposed temporary moratorium and adopted a Resolution in support of the same; and

Whereas, a public hearing was held in this matter on the 6th day of March, 2023, at 6:00 o'clock p.m., at the City of Brandon Board Room, 1000 Municipal Drive, Brandon, Mississippi, where consideration of the imposition of a temporary moratorium was held; and

NOW THEREFORE BE IT ORDAINED by the governing authorities of the City of Brandon that:

1. A temporary moratorium which except as provided herein, which precludes the approval of any preliminary plat and/or development plans or final plats for residential subdivisions in an RR, R-12, R-8, RM-8, RM-4 or TND zoning district should be and is hereby imposed.

2. The temporary moratorium shall be imposed until the City of Brandon has

completed its planning and zoning activities with respect to the same or twelve (12) months from the date of passage, whichever occurs first.

2. The temporary moratorium shall not apply and/or pertain to a residential subdivision development in an RR, R-12, R-8, RM-8, RM-4 or TND zoning district where the final plat has been previously approved by the City, or with respect to a residential subdivision where the protective covenants for the subdivision include provisions that address the issues for which the temporary moratorium is to be implemented and are approved by the City and which cannot thereafter be amended without the approval of the City, and where such subdivisions are subject to such conditions by the City consistent herewith.

4. For the immediate and temporary preservation of the public peace, health, safety and welfare of the citizenry and for other good cause and statements of reasons why as set forth herein-above, upon unanimous vote of all members of the Board of Aldermen, this Ordinance shall be immediately effective from and after passage. In the event the adoption of the same is by less than a unanimous vote of all of the members of the Board of Aldermen, this Ordinance shall be effective thirty (30) days from and after passage.

Said Ordinance having previously been reduced to writing, a motion was made by Alderman _____ and seconded by Alderman _____ to adopt the Ordinance, and no request having been made by any member that said Ordinance be read by the Clerk before a vote was taken, said Ordinance was adopted by the vote of the Board of Aldermen, the results being as follows:

Sharon Womack, Alderman at Large	_____
Jarrad Craine, Alderman Ward 1	_____
Cris Vinson, Alderman Ward 2	_____
Harry Williams, Alderman Ward 3	_____
Lu Coker, Alderman Ward 4	_____
Dwight Middleton, Alderman Ward 5	_____
David Fariss, Alderman Ward 6	_____

The Mayor thereby declared the motion carried and the Ordinance adopted and approved on this the 6th day of March 2022.

BUTCH LEE, MAYOR

ATTEST:

ANGELA BEAN, CITY CLERK

MAYOR
Butch Lee



CHIEF OF POLICE
Wayne Dearman

To: Honorable Mayor Butch Lee and Honorable Board of Aldermen

Date: February 15, 2023

From: Wayne Dearman, Chief of Police

Ref: **Position transfer/Salary adjustment**

Honorable Mayor Lee and Honorable Board of Aldermen,

I respectfully request to transfer Aaron Conley from Patrolman to Patrol Sergeant effective March 7, 2023, and set rate of pay at \$39,952.79.

The salary for the position is currently budgeted for the FY 2023 year therefore an amendment to the budget will not be required.

Thank you for your consideration,

Wayne Dearman
Chief of Police



POLICE DEPARTMENT

MAYOR
Butch Lee



CHIEF OF POLICE
Wayne Dearman

To: Honorable Mayor Butch Lee and Honorable Board of Aldermen

Date: February 22, 2023

From: Wayne Dearman, Chief of Police

Ref: **Position transfer/Salary adjustment**

Honorable Mayor Lee and Honorable Board of Aldermen,

I respectfully request to transfer Tevis Delandro from Patrolman to Patrol Sergeant effective March 7, 2023, and set rate of pay at \$39,952.79.

The salary for the position is currently budgeted for the FY 2023 year therefore an amendment to the budget will not be required.

Thank you for your consideration,

Wayne Dearman
Chief of Police



POLICE DEPARTMENT



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: BRIAN ROBERTS
DATE: 03/01/2023
SUBJECT: **CONSIDERATION TO APPROVE A MEMORANDUM OF UNDERSTAN**

The department respectfully requests your consideration to approve a Memorandum of Understanding between Brandon Fire Department and Mississippi State Fire Academy and authorize Chief Roberts and/or Division Chief Jerry King to execute the same and approve the cost for this in-house field delivery of a minimum of 10 students for \$5,000. The purpose of the MOU is for the State Fire Academy to provide the NFPA 1001-I-II field delivery program as an in-house class to be held at Brandon Fire Department.

There are funds budgeted for this certification class. With so many new firefighter trainees, it is to the department's benefit to train in-house and get them certified at one time as getting each of them into the State Fire Academy which could take up to a year.

Thank you for your consideration.

ATTACHMENTS:

1. Brandon FD 1001 Field Delivery 2023 REVISED



STATE FIRE ACADEMY



Terry Wages
Executive Director

Division of Mississippi Department of Insurance
1 Fire Academy U.S.A.
Jackson, Mississippi 39208-9600
Phone: (601) 932-2444

Mike Chaney
Insurance Commissioner

Memorandum of Understanding (Rev. 1/2022)

This Memorandum of Understanding is entered into between the Mississippi State Fire Academy (MSFA), #1 Fire Academy USA, Jackson, MS 39208 (Rankin County Mississippi) and the following Customer:

Customer Name: Brandon Fire Department
Address: 629 Marquette Rd.
City, State Zip: Brandon, Ms. 39042
Phone: 601-824-4636
Fax: 601-842-4639
Federal ID Number: _____
Contact Person/Title: Jerry King/ Training Chief
Email Address: jking@brandonms.org

1. DATE(S) OF SERVICE: March 6, 2023

2. LOCATION FOR SERVICE TO BE PERFORMED: Brandon Fire Department

3. DESCRIPTION OF SERVICE TO BE PROVIDED TO CUSTOMER Mississippi State Fire Academy (MSFA) shall provide the course NFPA 1001- I-II F. Academy Staff will provide the local course coordinator a complete package to manage the delivery of the course. **No books are included.** MSFA will administer all written and skill examinations.

Examination dates must be approved by MSFA personnel. All communications concerning test scores, student activities, etc. shall be between the MSFA coordinator and the local course manager. Certificate will be issued upon successful completion of course.

All documents and curriculum provided to you from the MSFA is the property of MSFA and cannot be duplicated for use outside of this delivery. **No books are included, and customer is wholly responsible for purchasing any required books through the textbook publisher.**

4. NUMBER OF STUDENTS THIS MEMORANDUM OF UNDERSTANDING APPLIES TO:

Minimum Number: 10

Maximum Number: 15

5. SERVICE FEE: Total Cost: **\$5000.00**

And/or Cost Per Student: **\$500.00**

Brandon FD- 8 Students

Customer agrees to pay the service fee for the minimum number of seats being reserved herein, regardless of whether the minimum number of students actually attends the training.

If a Purchase Order is required for this service, indicate so and provide a purchase order number and/or copy of the purchase order:

Please note : If there is more than one department/organization entering this agreement for this course and the fee is split between the departments/organizations, the cost per student is based on the provided number of students. If the number of students from participating departments/organizations changes, the cost per student will change. However, the total of the fees will equal the total cost above and will be split between the participating departments/organizations.

If on Academy campus Monday through Thursday, are meals to be provided: ☐ Yes ☒ No If Yes, indicate which meals are provided: _____ Breakfast served 6:30 a.m. to 7:15 a.m. _____ Lunch served 11:30 a.m. to 12:45 p.m.

If on Academy campus Monday through Thursday, are dorm beds requested: ☐ Yes _____ # of Beds ☒ No

Note: An invoice will be submitted to the customer upon completion of the service. If a purchase order number is required from your company, please fill in the appropriate blocks on this form. Payment for services is due within thirty (30) days of completion of services and receipt of invoice.

6. MODIFICATION, AMENDMENT, OR TERMINATION OF AGREEMENT:

Modifications, amendments, or termination of the Memorandum of Understanding may be made upon mutual agreement of both parties but must be in writing and signed by both parties. This Agreement may be terminated by the Academy upon written notice to the Customer should the Academy be subject to governmental budgetary cuts or if personnel cuts limit the amount of available manpower necessary to execute the professional service.

7. INSURANCE:

Customer represents that it will maintain workers' compensation insurance as prescribed by law that will insure to the benefit of the customer's personnel, as well as comprehensive general liability insurance. The Academy represents that it maintains workers compensation insurance for Academy personnel during the course of their official duties. Further, the Academy represents that as a state agency, the Mississippi Tort Claims Board views the organization as a sub-agency of the Mississippi Insurance Department. The Mississippi Insurance Department is certified by the Mississippi Tort Claims Board by participating in the Mississippi Tort Claims Fund as set forth in Chapter 46, Title 11, Mississippi Code 1972, as amended. This fund provides protection for tort claims against state employees and agencies subject to terms and limitations established by law while in the scope of their duties.

8. GOVERNING LAW:

This Agreement will be construed and governed in accordance with the laws of the State of Mississippi excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State.

9. ACADEMY COURSE MATERIAL IS PROTECTED PROPERTY:

Academy course instructional material (lesson plans, power point presentations, handouts, skills check offs, etc.) shall be considered Protected Property belonging to the Academy. If part of this agreement is to provide the Customer this information for performance of this agreement, the Customer shall not copy, duplicate, transcribe, or any other form of duplication, in whole or in part, any course material submitted to them for use in fulfilling this Memorandum of Understanding, either directly or indirectly, for personal benefit, the benefit of another, or for future use. This statement of policy shall continue to be in effect whether or not the Agreement is terminated or has expired. Additionally, if any state property is utilized as part of this agreement, the Customer assures proper custody and care of the property (withstanding normal use and wear and tear).

10. ACKNOWLEDGEMENT OF MEMORANDUM OF UNDERSTANDING:

This constitutes the entire agreement of both parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating thereto. For the faithful performance of the terms of this agreement, the parties hereto have caused this Agreement to be executed by their undersigned authorized representatives.

PARTIES IN AGREEMENT:

Mississippi State Fire Academy
Authorized Personnel: Terry Wages, Executive Director
Authorized Personnel: Paul Ammerman, Admin. Svcs.
Daniel Cross, Instructional Svcs.

Customer: Brandon Fire Department
Authorized Personnel: Brian Roberts
Title: Fire Chief
Authorized Personnel:

Signature/Date

Signature/Date

Signature/Date

Optional Signature/Date:

Academy Contact Regarding this Agreement:

If a Purchase Order is required for this service, indicate so and provide a purchase order number and/or copy of the purchase order:

Telephone:

Email:

Customer Invoicing/Billing Address:

Contact Name:

Contact Phone Number:

Please email to Lynn Tyler at: lytler@msfa.ms.gov
Mississippi State Fire Academy
#1 Fire Academy USA, Jackson MS 39208-9600
601-932-2444



MEMORANDUM

TO: HONORABLE MAYOR BUTCH LEE AND BOARD OF ALDERMEN
FROM: BRIAN ROBERTS, FIRE CHIEF
DATE: MARCH 2, 2023, REVISED MARCH 6, 2023
SUBJECT: **PERMISSION TO TRAVEL TO PENSACOLA BEACH, FL-BATTALION CHIEF BOOT CAMP 2024 TRAINING**

The fire department respectfully requests permission for Battalion Chief Justin Adcock, Battalion Chief Bryhn Beck and Battalion Chief Eric Stringer to travel to Pensacola Beach, FL from January 20, 2024, to January 27, 2024 to attend Battalion Chief Boot Camp and approve all travel expenses including hotel, training conference fees, meals, and Fuelman. We do have money available in our FY 23 training budget to cover this training conference as the registration fee is due now to hold three seats.

Thank you for your consideration.

Strong Command Maximizes Strong Tactics"

Battalion Chief Boot Camp is a New Cohort Learning Program delivered solely by **Chief Isakson**.

This one of a kind, Battalion Chief Leadership & Tactics event will elevate even the most experienced Command Officer to a new level of command confidence.

This event will be limited to 70 attendees.

This is a 40-hour, FIVE day program from 8:00 am – 5:00 pm.

The class will take place January 21-27, 2024 at The Springhill Suites by Marriott on Pensacola Beach, Florida.



All registered BCBC attendees will receive an email with the group code for The Springhill Suites by Marriott on Pensacola Beach. The hotel will have a list of registered attendees. Rooms start at \$109 per night.

Shuttles will run on Sunday, January 21st and Saturday, January 28th to and from The Pensacola Airport and The Springhill Suites by Marriott, Pensacola Beach.

Battalion Chief Boot Camp check-in begins Sunday, January 21st at 3:00 pm.

This cohort learning concept is about MAXIMIZING every moment: Sunday Night through Saturday Morning. Be ready and willing for a 100% ALL IN, classroom participation learning experience, inclusive social learning experience, and opportunities for attendees to form a professional networking group.

This program is especially beneficial for students that are not that great at taking notes or don't like to take notes. Students will be able to listen and focus on lectures. Kyle Romagus will be writing notes on large white board at the front of the room. All attendees can take pictures of the whiteboard(s). Scott Slocum will transcribe the notes and attendees will leave at the end of the week with a structured set of notes like a book.



This will be a very unique training opportunity. This is also the actual start date of producing the County Fire Tactics text book about operating in a County Fire Department that provides fire protection in a very diverse setting.

You investment will include:**Shuttle to and from Pensacola Airport to The Springhill Suites****Breakfast (Monday - Friday)****Lunch (Monday - Friday)****Dinner (3 nights)****CFT Tumbler****Wristband for Discounts at Local Establishments****Challenge Coin****CFT Battalion Chief Boot Camp Golf Shirt****Framed Certificate****Structured Set of Notes from the Class****Complimentary Copy of Chief Isakson's Book when it's Published**

Questions? Contact cftactics@cs2@gmail.com

cftactics@regfox.com or cftactics@gmail.com.

Name *

Registration*

- ☐ Registration (\$845.00)

Name*

Organization*

Rank*

Email*

CC Email

Phone Number*

Country*

Address*

City, State and ZIP Code*

Shirt Size*

Shuttle*

- ☐ Yes
- ☐ No

Running Total

\$0.00

Coupon Code

Total

\$0.00

ADD ANOTHER REGISTRANT

Billing Information

Name*

Card Number*

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Expiration Date*

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SUBMIT